



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

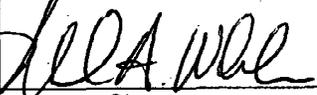
Solicitation No. P12-0089 Page 1 of 1
 Description: Crack Fill
 Amendment No. Four (4) Date: 5/6/15

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/15. **CONTRACT EXTENSION THREE**

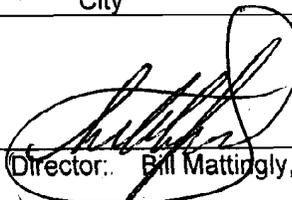
The New Contract Term Is: 8/1/15 to 7/31/16

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

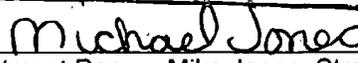
	5/18/15	MARK A. Wirtle Frey Colby, President	CPC Construction, LLC Company Name
Signature	Date	Typed Name and Title	
1534 W. Scott Ave.		Gilbert	AZ 85233
Address		City	State Zip Code

Attested By:

 Rhonda Geriminsky, City Clerk

 05-12-2015
 Director: Bill Mattingly, Public Works Director

CC Number
 ACON38212D
 Contract Number


 Department Rep: Mike Jones, Street Maintenance Supv.


 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
 May 28, 2015, at Peoria, Arizona


 Dan Zenko, Materials Manager



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P12-0089 Page 1 of 1
Description: Crack Fill
Amendment No. Three (3) Date: 5/20/14

Buyer: Christine Finney

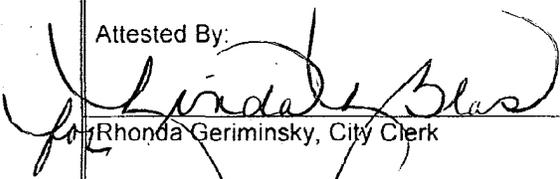
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/14. **CONTRACT EXTENSION TWO**

The New Contract Term Is: 8/1/14 to 7/31/15

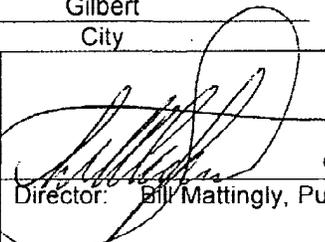
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	6-6-14	Troy Colby, President	CPC Construction, LLC
Signature	Date	Typed Name and Title	Company Name
1534 W. Scott Ave.		Gilbert	AZ 85233
Address		City	State Zip Code

Attested By:



Rhonda Geriminsky, City Clerk

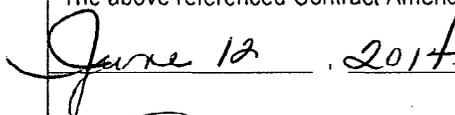
 05-28-2014
Director: Bill Mattingly, Public Works Director
Michael Jones
Department Rep: Mike Jones, Street Maintenance Supv.

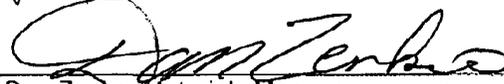


CC Number

ACON38212C
Contract Number

Approved as to Form:  Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
 June 12, 2014 at Peoria, Arizona


Dan Zenke, Materials Manager

Official File

City Seal
Copyright 2003 City of Peoria, Arizona



CONTRACT AMENDMENT

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

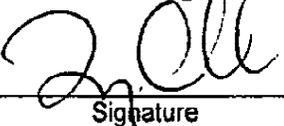
Solicitation No. P12-0089 Page 1 of 1
Description: Crack Fill
Amendment No. Two (2) Date: 5/20/13

Buyer: Christine Finney

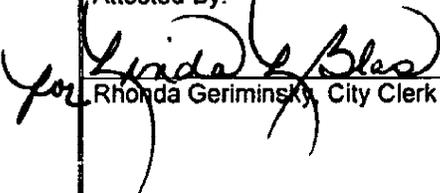
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/13. **CONTRACT EXTENSION ONE**

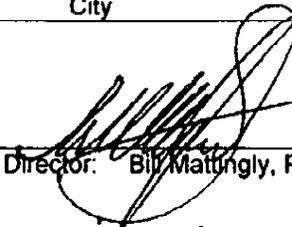
The New Contract Term Is: 8/1/13 to 7/31/14

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	7-11-13	Troy Colby, President	CPC Construction, LLC
Signature	Date	Typed Name and Title	Company Name
1534 W. Scott Ave.		Gilbert	AZ 85233
Address		City	State Zip Code

Attested By:


for Rhonda Geriminsky, City Clerk

	07-08-2013	Director: Bill Mattingly, Public Works Director
		Department Rep: Mike Jones, Street Maintenance Supv.

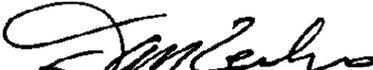


City Seal
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CC Number
ACON38212B
Contract Number


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
July 22, 2013, at Peoria, Arizona


Dan Zenko, Materials Management Supervisor

Official File



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

Solicitation No. P12-0089 Page 1 of 1

Description: Crack Fill

Amendment No. One (1) Date: 10/24/2012

In accordance with the Contract Standard Terms and Conditions, Assignment-Delegation, the contractor, *CPC Construction Inc.*, has transferred ownership of the company to *CPC Construction, LLC*, as shown in the attached notice.

The City hereby approves re-assignment of the contract to the new owner, who assumes responsibility and takes no exception to the terms and conditions, specifications, or prices established in the existing contract.

The contractor's address, telephone, and contact for day to day operations will remain the same.

Nothing Further.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature] 11/2/12 Trot Coburn, MEMBER CPC Construction, LLC
Signature Date Typed Name and Title Company Name

1534 W. Scott Ave Gilbert AZ 85233
Address City State Zip Code

Attested By:

[Signature]
City Clerk

[Signature] 12-12-2012
Director: Bill Mattingly, PW/Utilities Director

Michael Jones
Project Manager: Mike Jones, Streets Supervisor

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
Dec. 20, 2012, at Peoria, Arizona

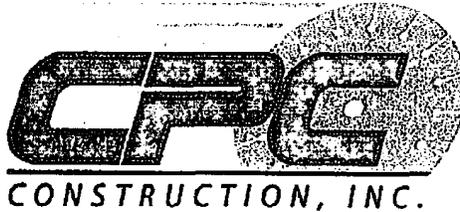
[Signature]
Dan Zenko, Materials Management Supervisor



City Seal
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CC Number
ACON38212A
Contract Number

Official File



October 24, 2012
Christine Finney
City of Peoria
9875 N. 85th Avenue
Peoria ,AZ 85345-6560

Dear Ms. Finney;

CPC Construction, Inc is undergoing some changes in their organizational and ownership structure. As part of this change they will be setting up a new LLC, **CPC Construction, LLC**, that will be taking over the operations of CPC Construction, Inc. There will not be any change in the day to day operations relating to the daily work that is performed as all employees and operations will be assumed by CPC Construction, LLC.

As part of the change CPC Construction, LLC will be assuming the contracts of CPC Construction, Inc. and under Paragraph 12 of the Standard Terms of the contract ACON38212 City of Peoria Fiscal Year 2013 Crack Seal Project. "Contractor shall not delegate any duty under this Contract---without prior written permission of the City."

"ASSIGNMENT OF CONTRACT"

contract /agreement from CPC Construction, Inc to CPC Construction, LLC.

Questions relating to this matter should be directed to David M. Colby, %CPC Construction, Inc., 1534 W Scott Avenue, Gilbert, AZ 85233. Telephone (480)839-6300 or (c) (480-495-3938 email dcolby@cpcconstruction.com.

Your help in this matter will be greatly appreciated.

A handwritten signature in black ink that reads "David M. Colby". The signature is written in a cursive, flowing style.

David M. Colby
Sec./Treasurer
CPC Construction, Inc.



City of Peoria, Arizona Notice of Invitation for Bid



Invitation for Bid No: **P12-0089** Bid Due Date: **July 23, 2012**
 Materials and/or Services: **Crack Fill** Time: **2:00 P.M. AZ time**
 Mailing Address: **City of Peoria, Materials Management** Contact: **Christine Finney**
9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345 Phone: **(623) 773-7115**

Pre-Bid Meeting:

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation for Bid Package.

OFFER

To the City of Peoria: The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact: Telephone: 480-839-6300 Fax: 480-800-9958
 Name: Roy Colby Email: rcolby@cpconstruction.com
OPE CONSTRUCTION, INC. Authorized Signature for Offer
 Company Name
1534 W. SCOTT AVE. Printed Name
 Address
GILBERT AZ 85233 Title
 City State Zip Code

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by: Rhonda Herminsky
 Rhonda Herminsky
 Wanda Nelson, City Clerk
 Acting

City of Peoria, Arizona. Eff. Date: 8/1/12

Approved as to form: Stephen M. Kepp
 Stephen M. Kepp, City Attorney

Awarded on July 31, 2012
Dan Zenko
 Dan Zenko, Materials Management Supervisor

CC
Acon 38212
 Contract Number
 Official File



A CON 38212 !



SOLICITATION AMENDMENT

Solicitation No: P12-0089
 Description: Crack Fill
 Amendment No: One (1)
 Solicitation Due Date: July 23, 2012
 Solicitation Due Time: 2:00 pm

**Materials Management
 Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Christine Finney, Buyer II

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The following is provided for clarification:

Estimated Annual Expenditures on Crack Fill services for the City of Peoria per fiscal year (July 1 – June 30) is \$250,000.00 - \$300,000.00.

Nothing Further.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

[Handwritten Signature] *7/23/12*
 Signature Date

Ray Cooby *PRESIDENT*
 Typed Name and Title

OK CONSTRUCTION, INC.
 Company Name

1534 W. SCOTT AVE.
 Address

GILBERT *AZ* *85033*
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

June 28, 2012

at Peoria, Arizona

Christine Finney



SOLICITATION AMENDMENT

Solicitation No: P12-0089
 Description: Crack Fill
 Amendment No: Two (2)
Solicitation Due Date: July 23, 2012
 Solicitation Due Time: 2:00 pm

**Materials Management
 Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Christine Finney, Buyer II

The solicitation is hereby amended as follows:

A.) Crack Fill Specifications, Page 27, Item I (Traffic Control), FIRST TWO paragraphs are hereby DELETED and REPLACED with the following two paragraphs:

I. Traffic Control: The Contractor shall be responsible for traffic control and shall supply all necessary traffic barricades, lights, signs, and cones to safely regulate traffic as specified herein. Contractor shall control all traffic through the work area in accordance with the requirements of the latest City of Phoenix Traffic Barricade Manual. Traffic control costs, except for uniformed off-duty police officers, are considered incidental to the project and are not considered a separate pay item and shall be included in the price per linear foot. The type of traffic control used must be approved by the City. All requests for uniformed off-duty police officers must be made by the contractor, to the City of Peoria Police Department Off-Duty Coordinator via e-mail to offduty@peoriaaz.gov or telephone at (623) 773-7096. If the City of Peoria Off-Duty Coordinator determines that no officers are available, the Contractor may then schedule the services of an alternate AZ POST Certified Officer.

The Contractor shall provide a lighted arrow board for each active lane closure on any major road project. The Contractor shall provide at least one City of Peoria off-duty police officer, as defined in the City of Phoenix Traffic Barricade Manual, at signalized intersections of affected from 6:00 a.m. to 7:00 p.m. weekdays, and during working hours nights and weekends when traffic is restricted (as described in the Traffic Barricade Manual). An off duty police officer will be required when project requires work within 250 feet of a signalized intersection. Traffic control costs are considered incidental to the project and are not considered a separate pay item, with the following exception: The City, at its sole discretion, may require the stationing of one

Vendor hereby acknowledges receipt and agreement with the amendment

The above referenced Solicitation Amendment is hereby Executed

Signature

Date

July 17, 2012

Typed Name and Title

at Peoria, Arizona

Company Name

Christine Finney

Address

City

State

Zip



SOLICITATION AMENDMENT

Solicitation No: P12-0089
Description: Crack Fill
Amendment No: Two (2)
Solicitation Due Date: **July 23, 2012**
Solicitation Due Time: 2:00 pm

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney, Buyer II

or more additional uniformed police officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, to facilitate traffic movement and promote work zone safety. Additionally, the cost for uniformed off-duty police officers, and will be invoiced to the City as at the current "Uniformed Off-Duty City of Peoria Police Officer" rate, or at the actual cost incurred by the Contractor. NO markups on uniformed off-duty police officers will be allowed. Measurement for the payment of uniformed off duty Peoria police officer hours will be made by the actual number of man-hours used.

- B.)** Solicitation Price Sheet is hereby DELETED and REPLACED with the attached REVISED PRICE SHEET which includes an allowance for Uniformed Off-Duty Peoria Police Officers. The current rate is \$35/HR, but is subject to change at the Peoria Police Department's discretion.
- C.)** City of Peoria 2012-2013 Streets Maintenance Projects map (attached) is being provided for informational purposes for all bidders. Map subject to change if deemed in the best interest for the City of Peoria.
- D.)** The Sign-In Sheet from the Pre-Bidder's meeting held on 7/12/2012 is attached.

All other provisions of this Solicitation shall remain in their entirety.



City of Peoria, Arizona

Notice of Invitation for Bid



1. PREPARATION OF BID:

- a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered.
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. Bid due date and time is stated as local Arizona time.
- g. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears as the contact on the IFB. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to an *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of construction services within fourteen (14) calendar days after an approved pay request is received with a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

8. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of Peoria Materials Management Division.

9. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the Materials Manager to be most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the **City Council or Materials Manager**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*; unless modified by an Amendment.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
 - a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
 - d. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as



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provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
- The Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).
 - The Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.
 - The Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.



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The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above..
20. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
21. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the



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Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:

- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.

This shall be accomplished by a written determination from the City.

22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
27. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
29. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
31. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 20 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.



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33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award
34. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **DEFINITIONS:** The terms, as used in or pertaining to the contract, are defined as follows:

CITY: The word "City" shall refer to the City of Peoria, Arizona.

CONTRACTOR: The word "Contractor" is defined as the person, firm or corporation with whom the contract is made by the City.

CONTRACT: The word "Contract" will include the Invitation to Bid Notice, Instructions to Bidders, Bid, Bid Bond, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance & Schedule A, Certificate of Completion, Contractor's Affidavit Regarding Settlement of Claims, Contractor's Affidavit Certifying Non-Collusion in Bidding, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Technical Provisions, Performance Provisions, Plans and Addenda thereto.

ENGINEER: The word "Engineer" is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.

MATERIALS: The word "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.

WORK: The word "Work" shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

2. **REFERENCE STANDARDS:**

2.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications," are hereby adopted as part of these contract documents.

2.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2.3. If any contradiction exists between "MAG Specifications" and this solicitation document, the solicitation language shall prevail.

3. **LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of Peoria, Arizona, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.

4. **RIGHTS OF WAY:** The City will provide Rights-of-Way and easements for all work specified in this contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City of Peoria, Maricopa County, Arizona, without the consent of the owner.

The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.

5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for



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the work under this Contract. The Contractor further agrees that the City of Peoria will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.

6. **FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.
7. **PAYMENTS TO CONTRACTOR:** Payments will be made on the basis of itemized statements provided by the Contractor in accordance with these Specifications. Three (3) copies of an itemized statement should be submitted to the Office of the City Engineer. After verification, payments will be processed by the Management Services Department. Payments will be mailed by the Engineering Division. The City will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor, and approved by the City Engineer, for work completed through the last day of preceding pay period. The City will retain ten percent (10%) of each such estimate until acceptance of the project. The City will accept Securities in lieu of retention provided the Financial Institution is approved by the City. When required by the City Engineer or his authorized representative for the purposes of determining the equitableness of the Contractor's payment request, the Contractor shall furnish evidence satisfactory to the City Engineer or his authorized representative, of the sums paid by the Contractor for materials, supplies and other items of expense (i.e., lien releases).
8. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.
9. **CHARACTER AND STATUS OF WORKMEN:** Only skilled foremen and workmen shall be employed on work requiring special qualifications.

When required by the City Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

The Contractor shall be responsible for assuring the legal working status of its employees and it's subContractor's employees.
10. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.

Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.
11. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The city will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also



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present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:

- 11.1. Names and emergency telephone numbers of key personnel involved in the project.
- 11.2. Names and telephone numbers of all subcontractors proposed for use on the project.
- 11.3. A construction progress schedule showing the estimated time for start and completion of the major items of work.
- 11.4. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
- 11.5. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.
- 11.6. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

Each of the above items is subject to the review and approval by the City.

12. **NOTICE TO PROCEED:** Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.

The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

- 12.1. The start of construction in order to arrange for inspection.
 - 12.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
 - 12.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at anytime.
 - 12.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
 - 12.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.
13. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.



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- 13.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.
- 13.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings: **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.
- 13.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.
- 13.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.
- 13.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.
- 13.6. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- 13.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062 or offduty@peoriaaz.gov.
- 13.8. The Police Department shall determine if traffic hazards at construction projects warrant the use of Police Assistants or AZ Post Certified Peace Officers to provide traffic control services. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.
- 13.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.
- 13.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- 13.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.
- 13.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.
- 13.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to



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direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

13.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

13.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14. **OUTDOOR CONSTRUCTION RESTRICTIONS:** Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

14.A. WORK HOURS IN THE PUBLIC RIGHT-OF-WAY

No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the projects' barricade plan.

During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

15. **SURVEY CONTROL POINTS:** Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner.

The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

16. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:** The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.

17. STOCKPILE OF MATERIALS:

a. The Contractor may, if approved by the City Engineer, place or stockpile materials in the public right-of-way provided they **do not** prevent access to adjacent properties or prevent compliance with traffic regulations.

b. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

18. **EXCESS MATERIALS:** When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the Peoria City Limits or Planning Area must be approved by the City Engineer or his authorized representative.



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Waste material shall not be placed on private property without express permission of the property owner.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.

19. **DUST CONTROL AND WATER:** The dust control measures shall be in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

20. **TEMPORARY SANITARY FACILITIES:** The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

21. **ELECTRIC POWER, WATER AND TELEPHONE:** Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

22. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15).

As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the contractor. The utility company can often respond to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.



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Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).

23. **SOLID WASTE DISPOSAL:** The contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.
24. **RULES, REGULATIONS, TRAINING AND STANDARDS:** The Contractor and any subcontractors under the direction, control and/or contract of the contractor shall be required to implement, follow and adhere to all existing City and County ordinances and regulations, state and federal laws, and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. It is the responsibility of the Contractor to ensure that any person or persons entering the job site are provided with all necessary and required training and personal protection equipment while at that site. If a contractor is delayed, postponed or given a stop work notice because of any non-compliance to any required rules, regulations, training or standards then there will be no contract time extension allowed because of that non-compliance.
25. **IMMIGRATION ACT:** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Crack Fill**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

ADDRESS: 9875 N. 85th Ave
Peoria, Arizona 85345
Point of View Conference Room

DATE: July 12, 2012

TIME: 1:00 P.M., Arizona Time

The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to the Invitation For Bid.

4. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
5. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
6. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
7. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

8. **Contract Type:** Fixed Price
9. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
10. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
11. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract



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extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

12. **Conditions of Work:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
13. **Time of Completion:** The Contractor shall commence work under this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of Peoria and shall fully complete all work under the project within the specified timeframe (in calendar days). The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.
14. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
15. **Approval of Substitutions:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. **No substitute will be considered unless written request for approval has been received by the City or its representative at least ten (10) days prior to the scheduled closing time for receipt of bids.** Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner. All requests for approval of substitutions must be submitted by Prime Contractor.
16. **Use of Equals:** When the specifications for materials, articles, products, and equipment state "*or equal*", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The City Engineering Division will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative. All requests for approval of equals must be submitted by Prime Contractor.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. **Requests must be received at least ten (10) days prior to the date set for opening of the Bid.** The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing. All requests for approval of equals must be submitted by Prime Contractor.
17. **City of Peoria Off-Site Permit:** The Contractor shall obtain an off-site permit, however, it will be limited to a \$25.00 charge. The Contractor will be responsible for any required Maricopa County permits or other agency permits.
18. **Independent Contractor:**
 - a. General
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.



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b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

19. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
20. **Liquidated Damages:** Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be per MAG Specs., Section 108.9.
- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - b. In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
21. **Warranty:** Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.
22. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.



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All required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

23. Required Insurance Coverage:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as



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broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. **Required coverages may be modified by an amendment to the Contract Documents.**

24. **Certificates of Insurance:** Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

25. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

26. **Bid Bond:** Non-revocable bid security payable to the City of Peoria in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City of Peoria, Materials Management Division by the due date and time cited for this solicitation.

The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the City will:

- a. Issue a contract award notice for those offers accepted by the City;
- b. Return all checks to those who have not been issued a contract award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of Peoria Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds shall be executed on the Bid Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are



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unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

27. **Performance Bond:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of Peoria.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City of Peoria, Materials Management Division within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

All performance bonds shall be executed on the Performance Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

28. **Payment Bond:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of Peoria.

Payment security shall be in the form of a payment bond, certified check or cashier's check.

All payment bonds shall be executed on the Payment Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

29. **Tax Formula:** Each bidder shall use the following tax formula for construction projects within the City of Peoria.

- a. Multiply subtotal of bid (including all materials, labor and profit) by 65%.

Example: $\$1,000.00 \times .65 = \650.00

- b. Multiply this result times the Peoria tax rate of 9.10%.

Example: $\$650.00 \times .0910 = \59.15

for this example: \$59.15 is the applicable tax to be applied to your subtotal in order to obtain the total cost of the bid.

30. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

31. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0089

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.



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I. Purpose:

The City of Peoria has an ongoing requirement for crack fill services. It is the City's intent to contract for these services.

II. Crack Fill Specifications:

- A. Description: The contractor shall provide all necessary labor and equipment for cleaning cracks in the existing bituminous pavement and applying an asphalt-rubber sealant product supplied by the City of Peoria. The work does not include the patching of potholes or alligator cracks. Traffic control is necessary to accomplish the work and shall be provided by the contractor. The City of Peoria will provide the asphalt-rubber sealant product, furnished in approximately 35 pound blocks. The contractor is accountable for all material used and the Public Works Operations Manager or designee will audit material usage. The work shall be accomplished in accordance with the requirements of these specifications.
- B. Location of Work: The contractor will be required to seal existing cracks on major, collector and local streets within the boundaries of the City of Peoria. The City shall have an inspector assigned to this project who will inspect work on a daily basis. The crews will work approximately eight (8) hours per day, five (5) days per week, Monday through Friday, excluding official city holidays. Work will be performed on Arterial and collector streets between the hours of 8:30 a.m. and 3:30 p.m. The Public Works Operations Manager or designee must approve any exception to the normal work hours. All streets shall be considered critical and shall be opened to traffic as soon as possible. Local access shall be provided at all times. On streets 29-feet in width and greater, the Contractor must maintain a 14-foot travel way on the streets being crack sealed. A schedule of work will be agreed upon by the Contractor and the City prior to work beginning. Maps indicating the street locations will be provided for the awarded contractor. **Note: Maps are subject to change and are for general reference only.**
- C. Anticipated Requirements: It is anticipated that asphalt-rubber sealant will be installed in approximately 1,500,000 linear feet of cracks. **The City reserves the right to add or deduct quantities of this contract.**
- D. Schedule: A schedule of work will be agreed upon by the Contractor and the City prior to work beginning. Maps detailing the street locations will be provided for the selected contractor. At the time of the Pre-Construction conference, the Contractor shall designate an employee, other than the Project Superintendent, who is well qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic.



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The Contractor shall provide schedules every Thursday for the following week's work. The schedule shall include, but not be limited to the following: A map indicating the streets to be crack sealed each day including limits, the sequence of streets for each days work and which side of the street to be crack sealed for each days work.

- E. Access: The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Access shall be maintained to adjacent businesses at all times during their hours of operation. Properties having more than one point of access shall not have more than one access restricted for more than fourteen (14) calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business at least 48 hours prior to imposing restrictions.

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

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The Contractor shall ensure that all sidewalks on this project remain in compliance with all the issues outlined by the American Disabilities Act of 1990. All pedestrian-walking areas, whether paved or unpaved, shall be maintained open and safely usable at all times. Such measures as backfilling or ramping at a 12:1 slope to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Public Works Operations Manager or her designee may request temporary hard-surface walkways, and/or covered pedestrian walkways to be installed at no additional cost to the City.



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The Contractor shall provide clean and safe school zones, crosswalks, and walkways for students attending nearby schools during all hours of school use. In addition to school zones and crosswalks, the Contractor shall maintain accessibility to all school bus routes during all hours of school use. The Contractor shall notify the school Principal(s) and the school administration office at least 48 hours prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall maintain the Emergency entrance to Hospital by way of a paved lane for emergency vehicles at all times for the duration of the project. The Contractor shall coordinate with the Hospital 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall maintain emergency vehicle access to and from the police station at all times. The Contractor shall coordinate with the Police Department 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall maintain access to all Parks during park hours. The Contractor shall coordinate with the Parks Department 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall coordinate or provide sanitation pick-up for affected residents by relocating trash containers, or by providing alternative measures acceptable to the Solid Waste Division of the City Public Works Department. At any time project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interrupted, the Contractor shall, prior to causing such closure or disruption, make arrangements with the City of Peoria Solid Waste Division in order that refuse collection service can be maintained.

The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Public Works Operations Manager or her designee

- F. **Equipment:** The equipment used by the contractor in the application of the asphalt-rubber material shall have a mixing system in the material vat in order to maintain a consistent, uniform, homogenous mixture throughout the crack sealing operation. The unit shall heat the asphalt-rubber material by means of an indirect heat transfer median for adequate material temperature control. The equipment shall provide a continuous supply so that operations may proceed without delays. The material shall be applied under pressure with a hose and wand assembly. The equipment designated for use by the contractor must be approved by the Public Works Operations Manager or designee.



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G. Weather: If weather conditions are such as to affect adversely the operations, the project inspector will determine whether or not the operations should cease. The sealant should not be placed in cracks that are wet. Shut downs due to weather (high winds, rain, wet grade, etc.) shall be at no additional cost to the city. If, in the Public Works Operations Manager or her designee's judgment, seasonal weather conditions will no longer allow proper application of the material, the City may terminate the contract or suspend the contracts without any additional penalties to either party

H. Cleaning of Cracks - Applying Sealant: All cracks, which have an average, clear opening 1/4" or greater shall be sealed. Prior to applying the sealant, the cracks shall be thoroughly cleaned of loose particles, dust, vegetation and other deleterious substances by means of high velocity compressed air, with enclosed vacuum type system that is PM-10 compliant. All cracks to be sealed shall be cleaned to a depth of one and one-half inches (1 1/2") and shall contain dust by filtering particulate matter 10 micrometers or less diameter with no dust clouds visible to the naked eye as determined by the Public Works Operations Manager or designee. The method of using openly blowing out cracks using compressed air with no dust containment is not an acceptable cleaning method. All cracks to be sealed shall be cleaned to the bottom of the crack or to a depth of one-half inches (1 1/2") whichever is less. The Public Works Operations Manager or designee shall make final determinations as to what work will be done under this contract.

The sealant shall be placed so as to completely fill the crack and form a lap of no more than one inch (1") on each side. Thickness of the lap shall not exceed 1/16 inch, immediately after the application a rubber squeegee or other acceptable means shall be used to force the material into the crack and form the lap.

The sealant is intended to be placed entirely within the crack. Blotter material may be required to prevent asphalt-rubber bleed and/or pickup of sealant by vehicular traffic. The contractor will install blotter material of a type acceptable to and at the direction of the project inspector.

After the work has been completed, the site shall be left clean and free of excess material, debris, etc. **Before the job is considered complete, sidewalks and driveways shall be cleaned daily, after application of crack sealant.** Cleaning of the streets shall be by mechanical pick up sweeper or vacuum type sweeper that is PM-10 compliant. Contractor is to clean streets to the satisfaction of the project inspector. The contractor is responsible for the disposal of all debris swept from the streets.

Work will be inspected daily for quality of workmanship, width of cracks filled, cleanliness of cracks and lapping. Unacceptable work will be corrected by the contractor at no additional cost to the City. Correction of unacceptable workmanship shall be accomplished prior to final payment of contract.



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- Traffic Control:** The Contractor shall be responsible for traffic control and shall supply all necessary traffic barricades, lights, signs, and cones to safely regulate traffic as specified herein. Contractor shall control all traffic through the work area in accordance with the requirements of the latest City of Phoenix Traffic Barricade Manual. Traffic control costs are considered incidental to the project and are not considered a separate pay item and shall be included in the price per linear foot. The type of traffic control used must be approved by the City.

The Contractor shall provide a lighted arrow board for each active lane closure on any major road project. The Contractor shall provide one off-duty police officer, as defined in the City of Phoenix Traffic Barricade Manual, at signalized intersections of affected from 6:00 a.m. to 7:00 p.m. weekdays, and during working hours nights and weekends when traffic is restricted (as described in the Traffic Barricade Manual). An off duty police officer will be required when project requires work within 250 feet of a signalized intersection. Traffic control costs are considered incidental to the project and are not considered a separate pay item, with the following exception: The City may require the stationing of additional uniformed police officers to facilitate traffic movement and promote work zone safety. Additional officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, will be invoiced to the City at the actual cost incurred by the Contractor.

The Contractor shall provide and set-up traffic control devices for protection. The only cones permitted during the crack seal application and until the streets are opened up shall be the ORANGE 28" cones. The number of cones on hand must be sufficient (to be determined by the project Inspector) for an entire day's work, including any patchwork done that same day. The spacing of the cones and the signs to be used shall be per the City of Phoenix Traffic Barricade Manual, or at the direction of the Inspector. Unusable traffic control devices will be disposed of at the end of each workday and shall be incidental to the project.

When construction activities require the use of flagmen, it shall be the contractors' responsibility to provide certified and adequately trained personnel to serve as flagmen.

Restriction of traffic and lane channelization shall not exceed 1 – (one) lane at a time unless otherwise approved by the Public Works Operations Manager or her designee.

The contractor shall place temporary no parking signs on scheduled roadways to be crack sealed 48 hours in advance of the application. There will be a minimum of ten per block per side or enough to provide clear and concise information to ensure no residential parking on scheduled roadways. All traffic and/or traffic control devices on this project shall be provided maintained and/or controlled as specified in the City of Phoenix Traffic Barricade Manual.



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Any equipment or piece of equipment that fails to produce the desired surface shall be repaired and/or replaced by the Contractor at no cost to the City. The Public Works Operations Manager or her designee shall determine if the equipment and/or finished product are in compliance.

- J. Additional Requirements - Notifications: The Contractor shall notify all residents, apartment managers, and businesses by handbill 48 hours in advance of any street restriction that will affect access to their property. The Contractor shall submit the handbill to the Public Works Operations Manager or her designee for approval, prior to its distribution. The handbill will include the month (non-numeric) and dates expected for the restrictions. For Monday work, the notice shall be distributed the preceding Thursday. For Tuesday work, the notice may be distributed the preceding Friday. Should work not occur on the specified day, new notifications will be distributed by the Contractor. This cost shall be incidental to the project. The re-notification shall be a minimum of 24 hours in advance. For rain days, the Contractor may "pre-notify" the citizens of potential non-work in lieu of re-notification. Notices shall be placed on, or attached to, the front door of each structure adjacent to the project (*Not on the garage doors*).
- K. Measurement: Premixed asphalt-rubber sealant shall be measured by the number of linear feet of cracks sealed in the accepted work. The contractor shall measure and record all areas that are completed. This shall be provided to the City on a weekly basis. This list shall provide the following information: Name of street worked on; street name beginning and ending; number of lineal feet of cracks sealed in the listed street. The City will use this list to check quantities and determine accuracy of quantities for payment.
- L. Routing and Cleaning: This item shall consist of routing old sealants, dirt and incompressibles from joints and cracks, cleaning and sealing joints and cracks in the pavements. This work shall include the proper routing and cleaning of all joints and cracks to be sealed.

The joint and crack routing machine shall be a Crafcro Model 200 Pavement Cutter or equal. The routing machine shall be portable and capable of routing existing asphalt and concrete surfaces along and adjacent to the joint and crack. The unit shall be capable of following random cracks and be designed to adjust cutting widths. The unit shall be equipped with a cutter head clutch and shall have an adjustable depth control. The machine shall be capable of cutting approximately 1,000 to 1,200 LF/Hour of cracks or joints with an experienced operator.

The joints and cracks shall be routed and cleaned to a minimum configuration of $\frac{3}{4}$ " (19 mm) W x $\frac{3}{4}$ " (19 mm) D to create a 1 to 1 ratio reservoir for sealant placement or to a low profile configuration (See Section 3.2) for high thermal movement applications. No sealant material shall be placed until the joints and cracks have been cleaned of all loose dirt, old material and are sufficiently dry.



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Both side walls of the cracks and joints must be cleaned and free of dust and debris to assure optimum sealant adhesion. A minimum of 1/8" (3 mm) of existing pavement shall be routed from each crack face to assure clean, sound sidewalls are achieved. The joints and cracks shall be inspected and approved by the Inspector prior to placing the crack sealant material.

M. Basis of Payment: Payment shall be made at the contract price per linear foot of crack sealed with premixed asphalt-rubber sealant. This price shall be full compensation for furnishing all preparation, mixing, and placing of this material and for all labor, equipment tools, and incidentals necessary to complete the item. Also included as incidental items are cleaning of cracks, applications of blotter materials, traffic control, and notification of property owners as noted in the specifications.

N. Clean-up: The contractor shall remove all debris, from the site before final acceptance of the project will be given. **The contractor shall be responsible for securing and maintain a marshalling yard as specified in MAG Standard Specification Sections 104.1.3, 104.1.4 and 107.6.1.** Staging site shall be cleaned up daily; including removal of all pallets and boxes. Clean-up shall include the removal of crack seal material from gutters, curbs, sidewalks etc., in the job area on a daily basis. Clean-up shall also include any materials used to clean up the crack seal materials. Product application shall not run into the gutter. If it does contractor is responsible for proper clean up. Contractor is responsible for cleanup of any tracking into private or public driveways.

Clean up must be approved by the project inspector.

A punch list will be provided to the contractor of areas that need patching/repair. The Contractor shall have thirty (30) days thereafter to complete punch list work, unless additional time is granted—in writing—by the Public Works Streets Operations Manager or her designee. The Contractor shall notify the Inspector 48 hours in advance of any punch list work to be completed.

O. Material: The City will supply all crack fill material that will be a Ploy Flex III or equal. This material will be stored at the City yard at 8850 N. 79th Avenue and will be issued by the inspector during the A.M. hours.



SUBMITTAL REQUIREMENTS

Solicitation Number: P12-0089

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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I. BID DUE DATE AND TIME:

Bids are due **July 23, 2012, no later than 2:00 P.M., Arizona Time** and shall be delivered in a sealed package marked as follows:

Company Name
IFB #: P12-0089, Crack Seal
Attn: Christine Finney, Buyer

II. BID SUBMITTAL LOCATION:

Bids shall be submitted to the following location:

City of Peoria Materials Management
9875 N. 85th Avenue – 2nd Floor
Peoria, Arizona 85345

III. PRE-BID MEETING:

A pre-bidder's meeting will be held on **July 12, 2012 at 1:00 P.M., Arizona Time** at the Development and Community Services Building, *Point of View Conference Room*, located at 9875 N. 85th Ave, Peoria AZ 85345.

IV. ADDITIONAL INFORMATION:

All questions regarding this solicitation shall be submitted in writing. Questions must be submitted within **forty eight (48) hours** prior to bid closing to Christine Finney, Buyer II at christine.finney@peoriaaz.gov or via fax at (623) 773-7118.

Contact with City staff, other than the designated contact person indicated in the IFB, regarding this solicitation is strictly prohibited during the bidding process.



PRICE SHEET

Materials Management Procurement

Solicitation Number: P12-0089

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Residential Streets Included as incidental items are cleaning of cracks, applications of blotter materials, traffic control, and notification of property owners as noted in the specifications.	1,500,000	LF	\$ _____	\$ _____
2.	Arterial, Collector Streets Included as incidental items are cleaning of cracks, applications of blotter materials, traffic control, and notification of property owners as noted in the specifications.	500,000	LF	\$ _____	\$ _____
3.	Routing and Cleaning of Cracks	50,000	LF	\$ _____	\$ _____
Subtotal:					\$ _____
Tax Rate _____ % Taxes:					\$ _____
Total:					\$ _____



**REVISED
PRICE SHEET
(AMD#2)**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P12-0089

Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Residential Streets Included as incidental items are cleaning of cracks, applications of blotter materials, traffic control, and notification of property owners as noted in the specifications.	1,500,000	LF	\$ 0.10	\$ 150,000.00
2.	Arterial, Collector Streets Included as incidental items are cleaning of cracks, applications of blotter materials, traffic control, and notification of property owners as noted in the specifications.	500,000	LF	\$ 0.14	\$ 70,000.00
3.	Routing and Cleaning of Cracks	50,000	LF	\$ 0.10	\$ 5,000.00
4.	<u>Uniformed Off-Duty City of Peoria Police Officer Allowance (at cost - no markup)</u> <u>Rate is subject to change by Peoria Police Dept</u>	<u>50</u>	<u>HR</u>	<u>\$ 35.00</u>	<u>\$ 1,750</u>
	Subtotal:				\$ 226,750.00
	Tax Calculated Using Formula on Pg. 21, Item 29:				\$ 13,412.26
	Total:				\$ 240,162.26



QUESTIONNAIRE

Materials Management Procurement

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Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: CITY OF CHANDLER
 Contact: ALBERT FRUSTO Phone: 480-782-3505
 Address: PO Box 4008 CHANDLER AZ 85244
 Project Name: CITY OF CHANDLER CRACK SEAL
 Project Description: ASPHALT CRACK SEALING
 Project Cost: \$750,000.00

2. Company: CITY OF MEZA
 Contact: DENNIS ERIKSON Phone: 480-644-4912
 Address: 300 E. 6th ST. MEZA AZ 85211
 Project Name: CITY OF MEZA CRACK SEAL
 Project Description: ASPHALT CRACK SEALING
 Project Cost: \$500,000.00

3. Company: CITY OF PEORIA
 Contact: CHRISTINE FINNEY Phone: 623-773-7531
 Address: 9875 N. 85th AVE. PEORIA
 Project Name: CITY OF PEORIA CRACK SEAL
 Project Description: CRACK SEALING
 Project Cost: \$700,000.00



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Bidders are to indicate below any exceptions they have taken to the Terms, Conditions, or Specifications:

NONE



QUESTIONNAIRE

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City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at salestax@peoriaAZ.gov.

If you already have a City of Peoria business license, please attach it to your bid submittal.

Attach a copy of your Contractor's License to your bid submittal.

IMPORTANT NOTICE
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 08/31/2012
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
C P C Construction Inc



CONTRACTORS LICENSE NO 80069 CLASS A
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

C P C Construction Inc
1534 W Scott Ave
Gilbert, AZ 852333047

Account Number
16319

Valid until 12/31/2012
unless revoked



2012

Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria
subject to the provisions of the Peoria City Code, Chapter 12

**Post in a Conspicuous Place
Non-Transferable**

Business Address:
1534 W SCOTT AVE
GILBERT AZ 852333047

CPC CONSTRUCTION INC
1534 W SCOTT AVE
GILBERT AZ 852333047



Tom Johnson
Tom Johnson, Tax and License Supervisor



QUESTIONNAIRE

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No .

If yes, please provide details and documentation of the certification.



BID BOND

**Materials Management
Procurement**

Solicitation Number: P12-0089

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Peoria, Arizona 85345-8560
Phone: (623) 773-7115

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, CPC Construction, Inc.

(hereinafter called Principal), as Principal, and Travelers Casualty and Surety Company of America

_____ a corporation organized and existing under the laws of the
State of Connecticut _____ with its principal office in the City of
Hartford _____ (hereinafter called the Surety), as Surety, are held
and firmly bound unto the City of Peoria, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of
Bid Amount, Ten Percent of the Bid Amount (Dollars) (\$10% of Bid Amt.) lawful money of the United
States of America, to be paid to the order of the City of Peoria, for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: Crack Sealing Services
Annual JOC

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into
a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of
Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of
the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the
event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the
Principal pays to the Obligee the difference not to exceed the penalty of the Bond, between the amount specified in
the bid/proposal and such larger amount for which the Obligee may in good faith contract with another party to
perform the work covered by the bid/proposal, then this obligation is void. Otherwise it remains in full force and effect
provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised
Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the
extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this 23rd day of July 2012

CPC Construction, Inc.

Principal Seal

BY: [Signature]

Travelers Casualty and Surety Company of America
Surety Seal

BY: [Signature]

Jeri Lynn Thompson, Attorney-in-Fact
The Mahoney Group
Agency of Record



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224208

Certificate No. 004619599

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

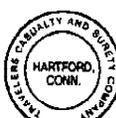
Michael J. Mesenbrink, Jeri Lynn Thompson, David J. Hickman, and Dawn Fykes

of the City of Phoenix, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of November, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 4th day of November, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

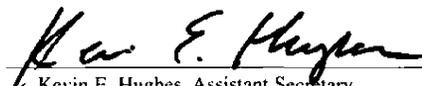
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2012.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



PERFORMANCE BOND

Solicitation Number: P12-0089

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____,
a corporation organized and existing under the laws of
the State Of _____, with its principal office in the City of,
_____ (hereinafter called the Surety),
as Surety, are held and firmly bound unto the City of Peoria (hereinafter called the Obligee) in the amount of
_____ (Dollars) (\$_____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____
_____ is
hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract
during the original term of said contract and any extension thereof, with or without notice to the Surety and during
the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that
may hereafter be made, notice of which modifications to the surety being hereby waived; then the above
obligations shall be void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PERFORMANCE BOND



PAYMENT BOND

Solicitation Number: P12-0089

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____,
a corporation organized and existing under the laws
of the State Of _____, with its principal office in the City of,
_____ (hereinafter called the Surety), as Surety, are
held and firmly bound unto the City of Peoria (hereinafter called the Obligee) in the amount of
_____ (Dollars) (\$ _____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the
prosecution of the work provided for in said contract, then this obligation shall be void. Otherwise it remains in full
force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this
agreement.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PAYMENT BOND