City of Peoria, Arizona
Notice of Invitation for Bid

Invitation for Bid No: P08-0077

Bid Due Date: **May 30, 2008**

Materials and/or Services: **Rubber Chip Seal Application Services**

Time: 2:00 P.M. local time

Contact: Athena Bonner

Project No:

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

Mailing Address: 8314 W. Cinnabar St., Peoria, AZ 85345

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:

Name: JEFF MARTINEZ

Telephone: 623.907.2800 Fax: 623.907.2900

CACTUS ASPHALT A DIVISION OF CACTUS TRANSPORT, INC.
Company Name

J. R. Domany
Authorized Signature for Offer

8211 W. SHERMAN STREET
Address

J. R. Domiy
Printed Name

TOLLESON AZ 85353
City State Zip Code

Vice-President
Title

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:

Mary Jo Kief, City Clerk

City of Peoria, Arizona. Eff. Date: July 16, 2008

Approved as to form:

Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp, City Attorney

CC

A CON 40108

Contract Number

Official File

Awarded on July 15 2008

Herman Koebergen, Materials Manager

(Rev 02/01/08)

A CON 40108

7000-Highway User Fund

7050-Streets Oper Capital Projects

Account	Account Description		FY 07 Adopted	FY 07 Amended	FY08 Adopted	Comments
Capital Outlay						
540000	**Land and Improvements**					
	Base		$0	$33,575	$0	
(CIPST)	CIP-Base		$0	$0	$244,000	EN00219LA-Olive Ave & L101 TI Improvements
(CIPST)	CIP-Carryover-FY07		$0	$0	$33,575	PW00104LA-83 Av and Thunderbird Rd Intersection Improvements
(CIPST)	CIP-Carryover-FY06		$33,575	$0	$0	PW00104LA-83 Av and Thunderbird Rd Intersection Improvements
		Subtotal	**$33,575**	**$33,575**	**$277,575**	
543001	**Street System**					
(CIPST)	CIP-Base		$0	$1,407,243	$0	
(CIPST)	CIP-Carryover-FY06		$10,000	$0	$0	PW00084CO-Greenway Road 1/2 Street Widening from 75 Av to 77
(CIPTC)	CIP-Carryover-FY06		$105,000	$0	$0	EN00170CO-Traffic Signal Program
(CIPST)	CIP-Carryover-FY07		$0	$0	$76,645	PW00152CO-Beardsley Rd Extension
(CIPST)	CIP-Carryover-FY06		$8,150	$0	$0	PW00211DS-Peoria/Grand/83rd Av. Pedestrian Project
(CIPST)	CIP-Base		$0	$0	$10,000	PW00046DS-Sidewalks Annual Program
(CIPST)	CIP-Base		$0	$0	$65,000	PW00993CO-Traffic Signal Equipment Replacement
(CIPST)	CIP-Carryover-FY06		$5,943	$0	$0	PW00046CO-Sidewalks Annual Program
(CIPST)	CIP-Base		$90,000	$0	$0	PW00046CO-Sidewalks Annual Program
(CIPST)	CIP-Carryover-FY06		$1,000	$0	$0	PW00120AT-Illuminated Street Name Signs
(CIPST)	CIP-Base		$0	$0	$57,727	EN00244CO-Bridge Repairs - 3 Locations
(CIPST)	CIP-Base		$0	$0	$30,000	EN00219CO-Olive Ave & L101 TI Improvements
(CIPST)	CIP-Carryover-FY06		$4,000	$0	$0	PW00120DS-Illuminated Street Name Signs
(CIPST)	CIP-Base		$0	$0	$90,000	PW00046CO-Sidewalks Annual Program
(CIPST)	CIP-Base		$10,000	$0	$0	PW00046DS-Sidewalks Annual Program
(CIPST)	CIP-Base		$0	$0	$198,020	PW00027CO-Major Street Repairs
(CIPST)	CIP-Base		$0	$0	$4,000	PW00120DS-Illuminated Street Name Signs
(CIPST)	CIP-Base		$0	$0	$900,000	PW00992CO-Arterial Street Overlay Program - Asphalt Rubber
(CIPST)	CIP-Base		$4,000	$0	$0	PW00120DS-Illuminated Street Name Signs
(CIPST)	CIP-Base		$0	$0	$1,980,350	PW00138CO-Street Maintenance Program
(CIPST)	CIP-Carryover-FY06		$80,000	$0	$0	PW00245DS-91 Av. @ Olive Intersection Improvements
(CIPST)	CIP-Carryover-FY06		$2,000	$0	$0	PW00104DS-83 Av and Thunderbird Rd Intersection Improvements
(CIPTC)	CIP-Carryover-FY07		$0	$0	$28,424	EN00170CO-Traffic Signal Program
(CIPST)	CIP-Base		$0	$0	$11,541	EN00244CO-Bridge Repairs - 3 Locations
(CIPST)	CIP-Carryover-FY07		$0	$0	$10,278	PW00245CO-91 Av. & Olive Intersection Improvements
(CIPST)	CIP-Carryover-FY06		$787,726	$0	$0	PW00104CO-83 Av and Thunderbird Rd Intersection Improvements
(CIPST)	CIP-Carryover-FY06		$182,492	$0	$0	PW00164CO-83 Av. @ Union Hills Dr. Intersection Improvements
(CIPST)	CIP-Carryover-FY07		$0	$0	$7,000	PW00120CO-Illuminated Street Name Signs
(CIPST)	CIP-Base		$0	$0	$45,000	PW00120CO-Illuminated Street Name Signs
(CIPST)	CIP-Base		$0	$0	$565,736	EN00244CO-Bridge Repairs - 3 Locations
(CIPST)	CIP-Carryover-FY06		$30,000	$0	$0	PW00152SY-Beardsley Rd Extension
(CIPST)	CIP-Base		$0	$0	$1,000	PW00120CO-Illuminated Street Name Signs
		Subtotal	**$1,320,311**	**$1,407,243**	**$4,080,721**	
	Total Capital Outlay		***$1,353,886***	***$1,440,818***	***$4,358,296***	
		TOTAL	**$3,439,248**	**$3,612,918**	**$4,532,232**	

A CON 401083

Determination of Price Fair and Reasonableness

P08-0077 Rubber Chip Seal
July 2, 2008

Acquisition Background:

The City of Peoria held contract number ACON03803 with International Surfacing Systems (ISS) for the application of Rubber Chip Seal. This contract was an indefinite quantity, term contract with allowable price adjustment and the option to extend the contract for supplemental periods, not to exceed thirty-six (36) months. The contract was extended three times with the thirty-sixth month ending February 4, 2008. The third and final extension also raised the pricing to the average price of $3.71 per square yard. Due to budget constraints, the City did not complete any chip seal projects during the final supplemental period.

During scope development of the new solicitation for chip seal, it was determined to be in the best interest of the City to extend ACON03803 on a month-to-month basis until the new contract was awarded. This was to ensure the continuity of services during the procurement process. ISS was amicable to the extension and contract amendment four (4) took effect February 5, 2008 extending the contract on a month to month basis for a period not to exceed six (6) months.

The new solicitation, Invitation for Bid (IFB) number P08-0077 was advertised on May 5, 2008. A pre-proposal meeting was held as advertised, May 19, 2008. One (1) solicitation amendment was issued May 21, 2008 amending the price sheet, clarifying the insurance requirements, and extending the bid due date to June 10, 2008.

A bid opening was held June 10,2008 at 2:00pm in the City Hall Annex, Maricopa Room. One (1) bid was received from Cactus Asphalt (see Bid Tabulation at Attachment A). Award was based on total pricing for four (4) chip seal projects. The bid pricing for the four (4) projects must correlate to the individual pricing also listed in the IFB price sheet for future project pricing.

Bid Pricing:

The average price bid by Cactus Asphalt for chip seal for the four(4) projects is $3.28 per square yard. The average price for traffic control is $5,225.00 and the average price for striping is $12,325.00. The application of rubber chip seal is main cost for the four projects, consisting of 86% of the total bid price. Traffic control consists of 2% of the total bid price and pavement striping consists of 5% of the total bid price. Therefore, it is highly unlikely that Cactus Asphalt would be able to recover any significant amount in chip seal price savings by overcharging for traffic control and/or pavement striping.

A CON 401088

The price bid by Cactus Asphalt for rubber chip seal is considered a fair and reasonable based upon comparison with other competed contracts. The City of Prescott, AZ received bids for rubber chip seal from two (2) vendors (see Attachment B) with the low bidder bidding $3.64/sq.yd and the other bidding $3.91/sq.yd. It is expected that the City of Prescott would receive higher pricing than other entities located within the Phoenix/Metro area due to mobilization and transportation costs. The previous contract held by the City of Peoria, ACON03803 was competed and current pricing is $3.71/sq.yd. on average. The City of Goodyear, AZ currently holds a contract for rubber chip seal at $3.53/sq.yd. (See Attachment C) This contract was not competed, but reflects lower pricing that the other two competed contracts. Cactus Asphalt's bid of $3.28/sq.yd is 11% lower than current Peoria pricing, 10% lower than the pricing offered to the City of Prescott, and 7% lower than pricing obtained by the City of Goodyear. This demonstrates that the price offered by Cactus Asphalt for rubber chip seal is both fair and reasonable, being a low price but still within the competitive market range and secured with a bid bond.

The price offered by Cactus Asphalt for traffic control is similar to that offered to the City of Prescott for a similar amount of work. Both firms that bid on the City of Prescott solicitation, bid higher for traffic control than that proposed for the this IFB. Therefore, the pricing offered by Cactus Asphalt for traffic control is considered fair and reasonable based upon comparison with a competed contract of a similar nature.

The price offered by Cactus Asphalt for pavement striping is consistent with that of a previously competed City of Peoria Contract (See Attachment D). ACON17807 for TRMSS Street Surface Treatment, includes pavement striping in the price list. The pricing offered by Cactus Asphalt for pavement striping for the rubber chip seal IFB is consistent and in most cases lower than that under contract under ACON17807. Based upon comparison to a previously competed contract, the pricing offered by Cactus Asphalt for pavement striping is determined to be fair and reasonable.

The circumstance that only one bid was submitted for this solicitation is not considered to be a detriment to the City. The bid that was submitted was submitted with the assumption of competition, based on the fact that this was a publicly advertised solicitation. The pricing submitted by the single bidder is highly competitive as evidenced by the information provided within this document.

Based upon the information provided above, the bid submitted by Cactus Asphalt is hereby determined to be fair and reasonable and in the best interest of the City.

Athena Bonner, CPPB
Contract Officer
City of Peoria
Materials Management

A CON 401084

Attachment A
pg 1 of 2

				Cactus Asphalt	
1	Contractor application cost per square yard to include 1/4" or 3/8" Nominal Size Pre-Coated Hot Aggregate as designated. Rubberized Asphalt Cement Application (Rate will be 0.60 Gallon/Square Yard. Can be changed within a Range of 0.55 to 0.65 Gallon/Square Yard). Flush Coat (QS-1h) .08 Gallons per square Yard. Any material, equipment, labor or additional costs to be compliant with the contract.				
				Unit Price	Total
1a.	**1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard**				
	Less than 25,000 Square Yards – Cost per	1	SY	$3.47	
	25,001 to 50,000 Square Yards – Cost per	1	SY	$3.20	
	50,001 to 75,000 Square Yards – Cost per	1	SY	$3.14	
	75,001 to 100,000 Square Yards – Cost per	1	SY	$3.16	
	100,001 to 125,000 Square Yards – Cost per	1	SY	$3.16	
	125,001 to 150,000 Square Yards – Cost per	1	SY	$3.16	
	150,001 to 200,000 Square Yards – Cost per	1	SY	$3.16	
	200,001 to 225,000 Square Yards – Cost per	1	SY	$3.16	
	225,001 to 250,000 Square Yards – Cost per	1	SY	$3.16	
	250,001 and Over – Cost per	1	SY	$3.16	
1b.	**3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard**				
	For Low Volume Traffic Only				
	Less than 25,000 Square Yards – Cost per	1	SY	$3.50	
	25,001 to 50,000 Square Yards – Cost per	1	SY	$3.20	
	50,001 to 75,000 Square Yards – Cost per	1	SY	$3.17	
	75,001 to 100,000 Square Yards – Cost per	1	SY	$3.17	
	100,001 to 125,000 Square Yards – Cost per	1	SY	$3.17	
	125,001 to 150,000 Square Yards – Cost per	1	SY	$3.17	
	150,001 to 200,000 Square Yards – Cost per	1	SY	$3.17	
	200,001 to 225,000 Square Yards – Cost per	1	SY	$3.17	
	225,001 to 250,000 Square Yards – Cost per	1	SY	$3.17	
	250,001 and Over – Cost per	1	SY	$3.17	
1c.	**Traffic Control per mile**				
	Arterial Streets	1	Mile	$4,000.00	
	Collector Streets	1	Mile	$2,900.00	
	Residential Streets	1	Mile	$1,750.00	
1d.	**Replacement of Road Markings in Conjunction with a Chip Seal Application Project:**				
	Long Line (Yellow)	1	LF	$0.30	
	Lone Line (White)	1	LF	$0.30	
	Double Yellow (4" Yellow)	1	LF	$0.55	
	Skip Line (4" Wide White 15' Stripe/25' Spacing)	1	LF	$0.20	
	Thermo Plastic Cross Walks (12" White)	1	LF	$2.60	
	Thermo Plastic Cross Walks / Stop bars (12" White)	1	LF	$2.60	
	Thermo Plastic Cross Walks Yellow	1	LF	$2.60	
	Thermo Plastic Cross Walks / Stop bars (12" Yellow)	1	LF	$2.60	
	Center Turn Lane (4" Wide Yellow)	1	LF	$0.75	
	Holding Bar (8" White)	1	LF	$0.55	
	V holding Bar (8" White)	1	LF	$1.10	
	Squeeze Bar (8" White)	1	LF	$0.55	
	Edge Line (4" White)	1	LF	$0.30	
	Bike Lane (6" White)	1	LF	$0.40	
	Thermo Plastic Left Turn Arrows (8' White)	1	EA	$150.00	
	Thermo Plastic Right Turn Arrows (8' White)	1	EA	$150.00	
	Thermo Plastic Arrow Straight (8' White)	1	EA	$150.00	
	Thermo Plastic Combination Arrows (12' 9" White, 1 each)	1	EA	$200.00	
	24" Solid Yellow Circle for placement of school Zone Signs (Thermo Plastic)	1	EA	$100.00	
	Thermo Plastic Ahead (8" White)	1	EA	$200.00	
	Thermo Plastic Bike Symbol w/Helmet (6' White)	1	EA	$400.00	
	Thermo Plastic Only (8' White)	1	EA	$200.00	
	Thermo Plastic Ped (8' White)	1	EA	$200.00	
	Thermo Plastic School (8' White)	1	EA	$200.00	
	Thermo Plastic X-Sing (8' White)	1	EA	$200.00	
	Thermo Plastic Bike Symbols (8" White)	1	EA	$400.00	
	Thermo Plastic "Only" Symbols (White)	1	EA	$200.00	
	Remove and Replace Hydrant Markers	1	EA	$12.00	

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	AWARD WILL BE BASED UPON THE GRAND TOTAL OF PROJECTS 1, 2, 3, & 4 BELOW.				
2	**Pricing for Project 1 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.**				
	3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard	1	LS		$120,000.00
	Traffic Control	1	LS		$5,000.00
	Striping	1	LS		$4,400.00
3	**Pricing for Project 2 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.**				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard	1	LS		$54,500.00
	Traffic Control	1	LS		$2,900.00
	Striping	1	LS		$3,400.00
4	**Pricing for Project 3 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.**				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard.	1	LS		$238,000.00
	3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard	1	LS		$202,500.00
	Traffic Control	1	LS		$9,000.00
	Striping	1	LS		$27,500.00
5	**Pricing for Project 4 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.**				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard	1	LS		$165,500.00
	Traffic Control	1	LS		$4,000.00
	Striping	1	LS		$14,000.00
	Subtotal of Projects 1-4				**$850,700.00**
	Tax				**$45,161.11**
	Bonds				**$7,060.81**
	Grand Total				**$902,921.92**

Attachment B
Pg 1 of 1

Bid Tabulation

FY09 Chip Seal Pavement Preservation and Pavement Repairs
Bid Opening June 26, 2008

				Engineer's Estimate		Cactus Asphalt, a division of Cactus Transport, Inc.		International Surfacing Systems	
Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Contract Allowance	1.00	LS	$ 64,000.00	$ 64,000.00	$ 64,000.00	$ 64,000.00	64,000.00	$ 64,000.00
2	Mobilization	1.00	LS	30,000.00	30,000.00	32,500.00	32,500.00	25,427.00	25,427.00
3	Traffic Control	1.00	LS	30,000.00	30,000.00	19,000.00	19,000.00	18,963.00	18,963.00
4	Asphalt Rubber Chip Seal	230,000.00	SY	3.40	782,000.00	3.64	837,200.00	3.91	899,300.00
5	Conventional Chip Seal - Utility Cuts	6,978.00	SF	4.00	27,912.00	3.05	21,282.90	2.00	13,956.00
6	Various Pavement Repair - Type 1	977.00	SF	42.00	41,034.00	20.00	19,540.00	23.50	22,959.50
7	Various Pavement Repair - Type 2	202.00	SF	32.00	6,464.00	22.00	4,444.00	24.50	4,949.00
8	Various Pavement Repair - Type 3	2,332.00	SF	16.00	37,312.00	6.00	13,992.00	18.50	43,142.00
9	4" Wide Yellow Skip Striping - Paint	1,100.00	LF	0.40	440.00	0.12	132.00	0.10	110.00
10	4" Wide Double Yellow Skip Striping - Paint	1,800.00	LF	0.80	1,440.00	0.25	450.00	0.20	360.00
11	8" Wide White Solid Stripe - Paint	200.00	LF	1.50	300.00	0.25	50.00	0.20	40.00
12	12" Wide Crosswalk - Thermoplastic	300.00	LF	2.50	750.00	2.25	675.00	1.80	540.00
13	24" Wide Stop Bar - Thermoplastic	300.00	LF	4.50	1,350.00	3.00	900.00	2.25	675.00
14	Turn Arrow - Paint	3.00	EA	400.00	1,200.00	55.00	165.00	45.00	135.00
15	Thru/Turn Arrow - Paint	1.00	EA	450.00	450.00	55.00	55.00	45.00	45.00
16	"Only" Pavement Marking - Paint	2.00	EA	320	640.00	55.00	110.00	45.00	90.00
	Total Base Bid				**$ 1,025,292.00**		**$ 1,014,495.90**		**$ 1,094,691.50**

A CON 40108

A CON 40108

Attachment C
pg 1 of 5

Goodyear

PRICE SHEET
Chip Seal 2007

Solicitation Number: ST

Company Name: International Surfacing Systems

Item	Description of material and/or services. As Per specifications	Quantity	Unit	Unit Price	Extended Price
1 Area	**Bullard Ave: MC-85 toVineyard**	**36,280**	SQ		
	1/2 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	544.20	Tons	$81.50	$44,352.30
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	92.12	Tons	$564.00	$51,954.09
	Flush Coat (CQS-1h) .08 Gal. Yds.	12.04	Tons	$525.00	$6,322.66
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$110,087.14**
2 Area	**Elliot Rd: 187th Ave Alignment to Rainbow Valley**	**17,665**	SQ		
	1/2 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	264.98	Tons	$81.50	$21,595.46
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	44.85	Tons	$564.00	$25,296.83
	Flush Coat (CQS-1h) .08 Gal. Yds.	5.86	Tons	$525.00	$3,078.55
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$57,428.93**
3 Area	**Perryville Rd: Roeser Rd to Broadway Rd**	**6,210**	SQ		
	1/2 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	93.15	Tons	$81.50	$7,591.73
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	15.77	Tons	$564.00	$8,892.91
	Flush Coat (CQS-1h) .08 Gal. Yds.	2.06	Tons	$525.00	$1,082.24
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$25,024.97**

A CON 401088

Goodyear

PRICE SHEET
Chip Seal 2007

Solicitation Number: ST

Company Name: International Surfacing Systems

Item	Description of material and/or services. As Per specifications	Quantity	Unit	Unit Price	Extended Price
4 Area	**Eddie Albert Way: Sarival to East End**	**10,919**	SQ		
	1/2 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	163.79	Tons	$81.50	$13,348.48
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	27.72	Tons	$564.00	$15,636.35
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$36,442.92**
5 Area	**Eddie Albert Way: Sarival to East End**	**10,919**	SQ		
	3/8 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	163.79	Tons	$81.50	$13,348.48
	Rubberized Asphalt Cement Application Rate will be 0.55 to 0.60 Gallon/Square Yards.	27.72	Tons	$564.00	$15,636.35
	Flush Coat (CQS-1h) .08 Gal. Yds.	3.62	Tons	$525.00	$1,902.90
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				$38,345.81
6 Area	**Broadway Rd.: Perryville Rd. to 175th Ave**	**21,725**	SQ		
	1/2 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	325.88	Tons	$81.50	$26,558.81
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	55.16	Tons	$564.00	$31,110.88
	Flush Coat (CQS-1h) .08 Gal. Yds.	7.21	Tons	$525.00	$3,786.10
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$68,913.88**

Goodyear

PRICE SHEET
Chip Seal 2007

Solicitation Number: ST

Company Name: International Surfacing Systems

Item	Description of material and/or services. As Per specifications	Quantity	Unit	Unit Price	Extended Price
7 Area	**Elwood St.: 175th Ave to Cotton Ln.**	**7,355**	SQ		
	1/2 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	110.33	Tons	$81.50	$8,991.49
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	18.67	Tons	$564.00	$10,532.59
	Flush Coat (CQS-1h) .08 Gal. Yds.	2.44	Tons	$525.00	$1,281.78
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$28,263.95**
8 Area	**Rainbow Valley Rd.: Ray Rd. to Cattle Guard**	**46,900**	SQ		
	1/2 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	703.50	Tons	$81.50	$57,335.25
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	119.08	Tons	$564.00	$67,162.27
	Flush Coat (CQS-1h) .08 Gal. Yds.	15.57	Tons	$525.00	$8,173.44
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$140,129.05**
9 Area	**Canada Village**	**19,975**	SQ		
	3/8 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	299.63	Tons	$81.50	$24,419.44
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	50.72	Tons	$564.00	$28,604.82
	Flush Coat (CQS-1h) .08 Gal. Yds.	6.63	Tons	$525.00	$3,481.12
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$63,963.47**

Goodyear

PRICE SHEET
Chip Seal 2007

Solicitation Number: ST

Company Name: International Surfacing Systems

Item	Description of material and/or services. As Per specifications	Quantity	Unit	Unit Price	Extended Price
10 Area	**Public Works Operations Yard**	**10,000**	SQ		
	1/2 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	150.00	Tons	$81.50	$12,225.00
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	25.39	Tons	$564.00	$14,320.31
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$34,003.40**
11 Area	**Public Works Operations Yard**	**10,000**	SQ		
	3/8 Pre-Coated Aggregate @ 28-32 lbs. Per Sq. Yard	150.00	Tons	$81.50	$12,225.00
	Rubberized Asphalt Cement Application Rate will be 0.60 to 0.65 Gallon/Square Yards.	25.39	Tons	$564.00	$14,320.31
	Flush Coat (CQS-1h) .08 Gal. Yds.	3.32	Tons	$525.00	$1,742.74
	Traffic Control	1	LS	$7,458.09	$7,458.09
	Subtotal Area #				**$35,746.14**

Total SQ.Yds.
197,948.00

Cost per SQ. YD.
3.53

A CON 40108

Attachment D
Pg 1 of 2

P07-0069, TRMSS Street Surface Treatments
Bid Tabulation - Pricing for Future Projects

Item No.	Item Description	Quantity	Unit	Cactus Transport, Inc. Unit Price	Cactus Transport, Inc. Total	Sunland Asphalt, Inc. Unit Price	Sunland Asphalt, Inc. Total
1	**Pick-Up by City**						
	TRMSS (or equal) surface sealant only	1,800	GAL	$ 1.500	$ 2,700.000	$ 1.930	$ 3,474.000
2	**Contractor application cost per square yard** to include material costs, TRMSS (or equal) surface sealant						
	Less than 250,000 Square Yards – Cost per	1	SY	$ 0.500	$ 0.500	$ 0.700	$ 0.700
	250,000 to 350,000 Square Yards – Cost per	1	SY	$ 0.450	$ 0.450	$ 0.600	$ 0.600
	350,001 to 450,000 Square Yards – Cost per	1	SY	$ 0.350	$ 0.350	$ 0.490	$ 0.490
	450,001 to 550,000 Square Yards – Cost per	1	SY	$ 0.350	$ 0.350	$ 0.490	$ 0.490
	550,001 to 650,000 Square Yards – Cost per	1	SY	$ 0.350	$ 0.350	$ 0.480	$ 0.480
	650,001 to 750,000 Square Yards – Cost per	1	SY	$ 0.330	$ 0.330	$ 0.480	$ 0.480
	750,001 to 850,000 Square Yards – Cost per	1	SY	$ 0.320	$ 0.320	$ 0.470	$ 0.470
	850,001 to 950,000 Square Yards – Cost per	1	SY	$ 0.300	$ 0.300	$ 0.470	$ 0.470
	950,001 and Over – Cost per	1	SY	$ 0.300	$ 0.300	$ 0.460	$ 0.460
3	**Replacement of Road Markings**						
	Long Line (Yellow)	1	LF	$ 0.430	$ 0.430	$ 0.290	$ 0.290
	Long Line (White)	1	LF	$ 0.430	$ 0.430	$ 0.290	$ 0.290
	Double Yellow (4" Yellow)	1	LF	$ 0.860	$ 0.860	$ 0.580	$ 0.580
	Skip Line (4" Wide White 15' Stripe/25' Spacing)	1	LF	$ 0.550	$ 0.550	$ 0.290	$ 0.290
	Thermo Plastic Cross Walks (12" White)	1	LF	$ 3.500	$ 3.500	$ 4.600	$ 4.600
	Thermo Plastic Cross Walks / Stop bars (12" White)	1	LF	$ 3.500	$ 3.500	$ 4.600	$ 4.600
	Thermo Plastic Cross Walks Yellow	1	LF	$ 3.500	$ 3.500	$ 4.600	$ 4.600
	Thermo Plastic Cross Walks / Stop bars (12" Yellow)	1	LF	$ 3.500	$ 3.500	$ 4.600	$ 4.600
	Center Turn Lane (4" Wide Yellow)	1	LF	$ 0.430	$ 0.430	$ 0.870	$ 0.870
	Holding Bar (8" White)	1	LF	$ 0.860	$ 0.860	$ 0.580	$ 0.580
	V holding Bar (8" White)	1	LF	$ 0.860	$ 0.860	$ 0.580	$ 0.580
	Squeeze Bar (8" White)	1	LF	$ 0.860	$ 0.860	$ 0.580	$ 0.580
	Edge Line (4" White)	1	LF	$ 0.430	$ 0.430	$ 0.290	$ 0.290
	Bike Lane (6" White)	1	LF	$ 0.650	$ 0.650	$ 0.460	$ 0.460
	Thermo Plastic Left Turn Arrows (8' White)	1	EA	$ 275.000	$ 275.000	$ 230.000	$ 230.000
	Thermo Plastic Right Turn Arrows (8' White)	1	EA	$ 275.000	$ 275.000	$ 230.000	$ 230.000
	Thermo Plastic Arrow Straight (8' White)	1	EA	$ 275.000	$ 275.000	$ 230.000	$ 230.000
	Thermo Plastic Combination Arrows (12' 9" White, 1 each)	1	EA	$ 350.000	$ 350.000	$ 460.000	$ 460.000
	24" Solid Yellow Circle for placement of school Zone Signs (Thermo Plastic)	1	EA	$ 145.000	$ 145.000	$ 87.000	$ 87.000
	Thermo Plastic Ahead (8" White)	1	EA	$ 275.000	$ 275.000	$ 258.750	$ 258.750
	Thermo Plastic Bike Symbol w/Helmet (6' White)	1	EA	$ 360.000	$ 360.000	$ 230.000	$ 230.000
	Thermo Plastic Only (8' White)	1	EA	$ 275.000	$ 275.000	$ 230.000	$ 230.000
	Thermo Plastic Ped (8' White)	1	EA	$ 275.000	$ 275.000	$ 201.250	$ 201.250
	Thermo Plastic School (8' White)	1	EA	$ 275.000	$ 275.000	$ 287.500	$ 287.500
	Thermo Plastic X-Sing (8' White)	1	EA	$ 275.000	$ 275.000	$ 287.500	$ 287.500
	Thermo Plastic Bike Symbols (8" White)	1	EA	$ 360.000	$ 360.000	$ 230.000	$ 230.000
	Thermo Plastic "Only" Symbols (White)	1	EA	$ 275.000	$ 275.000	$ 230.000	$ 230.000
	Remove and Replace Hydrant Markers	1	EA	$ 8.000	$ 8.000	$ 17.250	$ 17.250
4	**Traffic Control**						
	Less than 250,000 Square Yards – Lump Sum	1	LS	$ 10,000.000	$ 10,000.000	$ 24,000.000	$ 24,000.000
	250,000 to 350,000 Square Yards – Lump Sum	1	LS	$ 13,000.000	$ 13,000.000	$ 24,000.000	$ 24,000.000
	350,001 to 450,000 Square Yards – Lump Sum	1	LS	$ 15,000.000	$ 15,000.000	$ 26,099.000	$ 26,099.000
	450,001 to 550,000 Square Yards – Lump Sum	1	LS	$ 20,000.000	$ 20,000.000	$ 35,000.000	$ 35,000.000
	550,001 to 650,000 Square Yards – Lump Sum	1	LS	$ 23,000.000	$ 23,000.000	$ 42,000.000	$ 42,000.000
	650,001 to 750,000 Square Yards – Lump Sum	1	LS	$ 26,000.000	$ 26,000.000	$ 49,000.000	$ 49,000.000
	750,001 to 850,000 Square Yards – Lump Sum	1	LS	$ 29,000.000	$ 29,000.000	$ 55,000.000	$ 55,000.000
	850,001 to 950,000 Square Yards – Lump Sum	1	LS	$ 32,000.000	$ 32,000.000	$ 63,000.000	$ 63,000.000
	950,001 and Over – Lump Sum	1	LS	$ 40,000.000	$ 40,000.000	$ 70,000.000	$ 70,000.000
	Subtotal:				**$ 214,421.610**		**$ 394,810.100**
	Tax (per item #24 of the Special Terms and Conditions):				**$ 11,289.298**		**$ 20,786.752**
	Total:				**$ 225,710.908**		**$ 415,596.852**

A CON 401088

Cactus Transport, Inc.
P07-0069, Contract Amendment One
TRMSS Street Surface Treatments
Revised Price Sheet (5% Increase effective March 28, 2008)

Item No.	Item Description	Quantity	Unit	Old Prices Unit	Old Prices Extended	New Prices Unit	New Prices Extended
1	**Pick-Up by City**						
	TRMSS (or equal) surface sealant only	1,800	GAL	$ 1.500	$ 2,700.000	$ 1.575	$ 2,835.000
2	**Contractor application cost per square yard** to include material costs,						
	TRMSS (or equal) surface sealant						
	Less than 250,000 Square Yards – Cost per	1	SY	$ 0.500	$ 0.500	$ 0.525	$ 0.525
	250,000 to 350,000 Square Yards – Cost per	1	SY	$ 0.450	$ 0.450	$ 0.473	$ 0.473
	350,001 to 450,000 Square Yards – Cost per	1	SY	$ 0.350	$ 0.350	$ 0.368	$ 0.368
	450,001 to 550,000 Square Yards – Cost per	1	SY	$ 0.350	$ 0.350	$ 0.368	$ 0.368
	550,001 to 650,000 Square Yards – Cost per	1	SY	$ 0.350	$ 0.350	$ 0.368	$ 0.368
	650,001 to 750,000 Square Yards – Cost per	1	SY	$ 0.330	$ 0.330	$ 0.347	$ 0.347
	750,001 to 850,000 Square Yards – Cost per	1	SY	$ 0.320	$ 0.320	$ 0.336	$ 0.336
	850,001 to 950,000 Square Yards – Cost per	1	SY	$ 0.300	$ 0.300	$ 0.315	$ 0.315
	950,001 and Over – Cost per	1	SY	$ 0.300	$ 0.300	$ 0.315	$ 0.315
3	**Replacement of Road Markings**						
	Long Line (Yellow)	1	LF	$ 0.430	$ 0.430	$ 0.452	$ 0.452
	Long Line (White)	1	LF	$ 0.430	$ 0.430	$ 0.452	$ 0.452
	Double Yellow (4" Yellow)	1	LF	$ 0.860	$ 0.860	$ 0.903	$ 0.903
	Skip Line (4" Wide White 15' Stripe/25' Spacing)	1	LF	$ 0.550	$ 0.550	$ 0.578	$ 0.578
	Thermo Plastic Cross Walks (12" White)	1	LF	$ 3.500	$ 3.500	$ 3.675	$ 3.675
	Thermo Plastic Cross Walks / Stop bars (12" White)	1	LF	$ 3.500	$ 3.500	$ 3.675	$ 3.675
	Thermo Plastic Cross Walks Yellow	1	LF	$ 3.500	$ 3.500	$ 3.675	$ 3.675
	Thermo Plastic Cross Walks / Stop bars (12" Yellow)	1	LF	$ 3.500	$ 3.500	$ 3.675	$ 3.675
	Center Turn Lane (4" Wide Yellow)	1	LF	$ 0.430	$ 0.430	$ 0.452	$ 0.452
	Holding Bar (8" White)	1	LF	$ 0.860	$ 0.860	$ 0.903	$ 0.903
	V holding Bar (8" White)	1	LF	$ 0.860	$ 0.860	$ 0.903	$ 0.903
	Squeeze Bar (8" White)	1	LF	$ 0.860	$ 0.860	$ 0.903	$ 0.903
	Edge Line (4" White)	1	LF	$ 0.430	$ 0.430	$ 0.452	$ 0.452
	Bike Lane (6" White)	1	LF	$ 0.650	$ 0.650	$ 0.683	$ 0.683
	Thermo Plastic Left Turn Arrows (8' White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Thermo Plastic Right Turn Arrows (8' White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Thermo Plastic Arrow Straight (8' White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Thermo Plastic Combination Arrows (12' 9" White, 1 each)	1	EA	$ 350.000	$ 350.000	$ 367.500	$ 367.500
	24" Solid Yellow Circle for placement of school Zone Signs (Thermo Plastic)	1	EA	$ 145.000	$ 145.000	$ 152.250	$ 152.250
	Thermo Plastic Ahead (8" White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Thermo Plastic Bike Symbol w/Helmet (6' White)	1	EA	$ 360.000	$ 360.000	$ 378.000	$ 378.000
	Thermo Plastic Only (8' White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Thermo Plastic Ped (8' White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Thermo Plastic School (8' White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Thermo Plastic X-Sing (8' White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Thermo Plastic Bike Symbols (8" White)	1	EA	$ 360.000	$ 360.000	$ 378.000	$ 378.000
	Thermo Plastic "Only" Symbols (White)	1	EA	$ 275.000	$ 275.000	$ 288.750	$ 288.750
	Remove and Replace Hydrant Markers	1	EA	$ 8.000	$ 8.000	$ 8.400	$ 8.400
4	**Traffic Control**						
	Less than 250,000 Square Yards – Lump Sum	1	LS	$ 10,000.000	$ 10,000.000	$ 10,500.000	$ 10,500.000
	250,000 to 350,000 Square Yards – Lump Sum	1	LS	$ 13,000.000	$ 13,000.000	$ 13,650.000	$ 13,650.000
	350,001 to 450,000 Square Yards – Lump Sum	1	LS	$ 15,000.000	$ 15,000.000	$ 15,750.000	$ 15,750.000
	450,001 to 550,000 Square Yards – Lump Sum	1	LS	$ 20,000.000	$ 20,000.000	$ 21,000.000	$ 21,000.000
	550,001 to 650,000 Square Yards – Lump Sum	1	LS	$ 23,000.000	$ 23,000.000	$ 24,150.000	$ 24,150.000
	650,001 to 750,000 Square Yards – Lump Sum	1	LS	$ 26,000.000	$ 26,000.000	$ 27,300.000	$ 27,300.000
	750,001 to 850,000 Square Yards – Lump Sum	1	LS	$ 29,000.000	$ 29,000.000	$ 30,450.000	$ 30,450.000
	850,001 to 950,000 Square Yards – Lump Sum	1	LS	$ 32,000.000	$ 32,000.000	$ 33,600.000	$ 33,600.000
	950,001 and Over – Lump Sum	1	LS	$ 40,000.000	$ 40,000.000	$ 42,000.000	$ 42,000.000
			Subtotal:		**$ 214,421.610**		**$ 225,142.691**
			Tax		**$ 11,289.298**		**$ 11,853.763**
			Total:		**$ 225,710.908**		**$ 236,996.453**

SOLICITATION AMENDMENT

Solicitation No: P08-0077
Description: Rubber Chip Seal Application Services
Amendment No: One (1)
Solicitation Due Date: June 10, 2008
Solicitation Due Time: 2:00PM Arizona Time

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Athena Bonner

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.

1. This amendment replaces the original price sheet with the revised price sheet that is attached to this amendment.
2. The Bid due date has changed from May 30, 2008 to June 10, 2008
3. To clarify a question posed during the Pre-bid Meeting, all contractors will be required to retain builders risk insurance as outlined in Special Terms and Conditions, Section 28 paragraph d of the Invitation for Bid. The City will not waive this requirement.

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

Vendor hereby acknowledges receipt and agreement with the amendment.

6-9-08
Signature Date

Jeff Martinez, VP-GM
Typed Name and Title

Cactus Asphalt - A Division of Cactus Transport, Inc
Company Name

8211 W. Sherman St.
Address

Tolleson, Az 85353
City State Zip

The above referenced Solicitation Amendment is hereby Executed

May 21, 2008

at Peoria, Arizona

Athena Bonner
Contract Officer

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A CON 40108

SOLICITATION AMENDMENT

Solicitation No: P08-0077
Description: Rubber Chip Seal Application Services
Amendment No: One (1)
Solicitation Due Date: June 10, 2008
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All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

May 21, 2008

at Peoria, Arizona

Athena Bonner
Contract Officer

Copyright 2003 City of Peoria, Arizona

A CON 401084

Price Sheet

Solicitation Number: **P08-0077**

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Contractor application cost per square yard to include 1/4" or 3/8" Nominal Size Pre-Coated Hot Aggregate as designated. Rubberized Asphalt Cement Application (Rate will be 0.60 Gallon/Square Yard. Can be changed within a Range of 0.55 to 0.65 Gallon/Square Yard). Flush Coat (QS-1h) .08 Gallons per square Yard. Any material, equipment, labor or additional costs to be compliant with the contract.				
1a.	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard				
	Less than 25,000 Square Yards – Cost per	1	SY	$_____	
	25,001 to 50,000 Square Yards – Cost per	1	SY	$_____	
	50,001 to 75,000 Square Yards – Cost per	1	SY	$_____	
	75,001 to 100,000 Square Yards – Cost per	1	SY	$_____	
	100,001 to 125,000 Square Yards – Cost per	1	SY	$_____	
	125,001 to 150,000 Square Yards – Cost per	1	SY	$_____	
	150,001 to 200,000 Square Yards – Cost per	1	SY	$_____	
	200,001 to 225,000 Square Yards – Cost per	1	SY	$_____	
	225,001 to 250,000 Square Yards – Cost per	1	SY	$_____	
	250,001 and Over – Cost per	1	SY	$_____	
1b.	3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard For Low Volume Traffic Only				
	Less than 25,000 Square Yards – Cost per	1	SY	$_____	
	25,001 to 50,000 Square Yards – Cost per	1	SY	$_____	
	50,001 to 75,000 Square Yards – Cost per	1	SY	$_____	
	75,001 to 100,000 Square Yards – Cost per	1	SY	$_____	
	100,001 to 125,000 Square Yards – Cost per	1	SY	$_____	
	125,001 to 150,000 Square Yards – Cost per	1	SY	$_____	
	150,001 to 200,000 Square Yards – Cost per	1	SY	$_____	
	200,001 to 225,000 Square Yards – Cost per	1	SY	$_____	

Price Sheet

Solicitation Number: **P08-0077**

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	225,001 to 250,000 Square Yards – Cost per	1	SY	$_____	
	250,001 and Over – Cost per	1	SY	$_____	
1c.	Traffic Control per mile				
	Arterial Streets	1	Mile	$_____	
	Collector Streets	1	Mile	$_____	
	Residential Streets	1	Mile	$_____	
1d.	**Replacement of Road Markings in Conjunction with a Chip Seal Application Project:**				
	Long Line (Yellow)	1	LF	$_____	
	Lone Line (White)	1	LF	$_____	
	Double Yellow (4" Yellow)	1	LF	$_____	
	Skip Line (4" Wide White 15' Stripe/25' Spacing)	1	LF	$_____	
	Thermo Plastic Cross Walks (12" White)	1	LF	$_____	
	Thermo Plastic Cross Walks / Stop bars (12" White)	1	LF	$_____	
	Thermo Plastic Cross Walks Yellow	1	LF	$_____	
	Thermo Plastic Cross Walks / Stop bars (12" Yellow)	1	LF	$_____	
	Center Turn Lane (4" Wide Yellow)	1	LF	$_____	
	Holding Bar (8" White)	1	LF	$_____	
	V holding Bar (8" White)	1	LF	$_____	
	Squeeze Bar (8" White)	1	LF	$_____	
	Edge Line (4" White)	1	LF	$_____	
	Bike Lane (6" White)	1	LF	$_____	
	Thermo Plastic Left Turn Arrows (8' White)	1	LF	$_____	
	Thermo Plastic Right Turn Arrows (8' White)	1	EA	$_____	
	Thermo Plastic Arrow Straight (8' White)	1	EA	$_____	
	Thermo Plastic Combination Arrows (12' 9" White, 1 each)	1	EA	$_____	
	24" Solid Yellow Circle for placement of school Zone Signs (Thermo Plastic)	1	EA	$_____	
	Thermo Plastic Ahead (8" White)	1	EA	$_____	

Price Sheet

Solicitation Number: P08-0077

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	Thermo Plastic Bike Symbol w/Helmet (6' White)	1	EA	$_____	
	Thermo Plastic Only (8' White)	1	EA	$_____	
	Thermo Plastic Ped (8' White)	1	EA	$_____	
	Thermo Plastic School (8' White)	1	EA	$_____	
	Thermo Plastic X-Sing (8' White)	1	EA	$_____	
	Thermo Plastic Bike Symbols (8" White)	1	EA	$_____	
	Thermo Plastic "Only" Symbols (White)	1	EA	$_____	
	Remove and Replace Hydrant Markers	1	EA	$_____	
	AWARD WILL BE BASED UPON THE GRAND TOTAL OF PROJECTS 1, 2, 3, & 4 BELOW.				
2.	Pricing for Project 1 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.				$_____
	3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard	1	LS		$_____
	Traffic Control	1	LS		$_____
	Striping	1	LS		
3.	Pricing for Project 2 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs.				$_____
	per Sq. Yard	1	LS		$_____
	Traffic Control	1	LS		
	Striping	1	LS		$_____
4.	Pricing for Project 3 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard.	1	LS		$_____

A CON 401084

Price Sheet

Solicitation Number: **P08-0077**

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard	1	LS		$_____
	Traffic Control	1	LS		$_____
	Striping	1	LS		$_____
5.	Pricing for Project 4 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard	1	LS		$_____
	Traffic Control	1	LS		$_____
	Striping	1	LS		$_____
	Subtotal of Projects 1-4				$_____
	Tax				$_____
	Bonds				$_____
	Grand Total				$_____

A CON 40108

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.

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STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
8314 West Cinnabar Street
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Phone: (623) 773-7115
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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,

   a. 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 warrants, for the term of this agreement and for six months thereafter, that is 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. 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. Any lawsuit 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.

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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 pervious 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 contact. This contract may not be changed, modified or rescinded except as 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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract nor delegation of any duty of Contractor shall be made without prior written permission of 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).

    a. 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).

b. 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.

c. 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.

    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.

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 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.

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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.

32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

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

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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.

GENERAL TERMS AND CONDITIONS

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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.

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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 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.

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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 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

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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, ~~revised July 1998~~*, 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.

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

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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, except the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7052.

13.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7052.

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 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:

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	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.

    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

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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.

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 it's 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.

SPECIAL TERMS AND CONDITIONS

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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 Rubber Chip Seal Application Services. Services will be required on an as needed basis. Apart from the initial four projects listed in this solicitation, no individual project will exceed $200,000. Any projects exceeding $200,000 will be solicited and competed individually. Bid bond, Payment Bond, and Performance Bond is required for the combined initial four projects listed in this solicitation. Bonds will not be required for additional projects due to the fact that no individual project will exceed $200,000 and will therefore be considered routine maintenance and repair. The estimated budget for Chip Seal projects during Fiscal Year 2009 (July 2008 thru June 2009) is approximately $1.1M. This amount is disclosed for planning purposes only. It in no way obligates the City to any amount of work performed under this contract. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

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: 8401 W. Monroe Street
   Peoria, Arizona 85345
   Pine Conference Room

   DATE: **May 19, 2008**

   TIME: **3:00PM, Local 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 Ninety (90) days after the opening time and date.

5. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.

6. **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.

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7. **Contract Type:** Fixed Price Term Indefinite Quantity

8. **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.

9. **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.

10. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

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 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.

12. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

14. **Interpretation of Plans, Specifications and Drawings:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from the Drawings or Specifications, he may, no later than five (5) days prior to the representative bid opening, submit to the City Engineer or his authorized representative a written request for an interpretation or correction thereof. Any interpretations or corrections of the proposed documents will be made only by Amendment duly issued and a copy of each such will be mailed or delivered to each person receiving a set of such documents. The City of Peoria will not be responsible for any other explanations or interpretations of the proposed documents.

15. **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.

16. **Time of Completion:** The Contractor shall commence work under each 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 indicated number of calendar days on the Notice to Proceed. 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.

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17. **Affirmative Action Report:** 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.

18. **Plans and Specifications to Successful Bidder:** The successful Bidder may obtain five (5) sets of Plans and Specifications for this project from the Materials Management Office at no cost.

19. **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.

20. **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.

    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.

21. **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.

22. **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.

    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

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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.

23. **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.

24. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.

25. **Liquidated Damages:** Liquidated damages shall be in the amount MAG specs for each calendar day of delay.

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.

26. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.

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27. **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.

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/or 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.

28. **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 000211093 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, CG20101185, and shall include coverage for Contractor's operations and products and completed operations.

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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 broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, 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. Builders' Risk (Property) Insurance

The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This Builder's Risk policy must be a "Masters" Policy, that is, one in which only this project is insured. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the

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construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

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

29. **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), or 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.

30. **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.

31. **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 unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key

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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.

32. **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. This is for the combined total of the initial four projects listed in this solicitation. Apart from the initial four projects listed in this solicitation, no individual project will exceed $200,000. Any projects exceeding $200,000 will be solicited and competed individually. Performance bonds will not be required on subsequent projects as they will be under $200,000 each and will be considered as routine maintenance and repair.

    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.

33. **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. This is for the combined total of the initial four projects listed in this solicitation. Apart from the initial four projects listed in this solicitation, no individual project will exceed $200,000. Any projects exceeding $200,000 will be solicited and competed individually. Performance bonds will not be required on subsequent projects as they will be under $200,000 each and will be considered as routine maintenance and repair.

    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.

34. **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 x .65 = $650.00

    b. Multiply this result times the Peoria tax rate of 8.10%.

        Example: $650.00 x .0810 = $52.65

    for this example: $52.65 is the applicable tax to be applied to your subtotal in order to obtain the total cost of the bid.

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35. **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.

	Scope of Work and Specifications	Materials Management Procurement
	Solicitation Number: P08-0077	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

I. **General**: The City of Peoria has a requirement for a rubberized chip seal application on an ongoing basis throughout the City. It is the City's intent to contract for this project.

Location of Work: This project is located at various locations in the City of Peoria, Arizona.

Scope of Work: This work shall consist of the application of a combined mixture of hot paving grade asphalt and ground tire rubber. Application shall be immediately covered with hot pre-coated aggregate meeting the specifications. The work involves furnishing and placing all materials on existing pavement surfaces in accordance with these specifications. Additional work will include some striping, manhole and valve adjustment on an as needed basis.

These specifications are to provide the contractor guidelines for the requirements of a rubberized chip seal application. Additional work will include some striping, manhole and valve adjustment on an as needed basis. In the case of a Cape Seal; after the rubberized chip seal has been applied and after the final sweeping, as identified in these specifications, a separate Contractor, currently under contract, will then apply a Slurry Seal in those areas. This will be coordinated by the City.

A. It is required that the Contractor work within a specified time frame of 8:30 a.m. to 4:00 p.m. daily to avoid traffic delays to residents leaving and arriving home from work, school, etc. The Contractor is expected to stop applying material by 3:30 p.m. to allow for cleanup, etc., by the 4:00 p.m. deadline each day.

B. The work on cul-de-sacs, intersection aprons (radii), and localized pavement widening that is difficult for the boot truck to cover shall be done by a hand crew to neat lines and will precede the chip seal train.

C. Intersection aprons (radii) requiring chip sealing are shown schematically on Attachment A.

D. Every effort shall be made by the Contractor to leave neat lines for the boot truck to match without overlapping or missing areas.

E. The head crew foreman will record daily, on a set of contract plans and sheets supplied by the contractor, the work completed and areas missed by the hand crew.

F. The reason for skipping an area shall be included in this report.

G. This record shall be submitted with the day's materials tickets to the inspector before starting the next day's work.

H. Work shall not begin until the Inspector is in receipt of all invoices, tickets, etc., pertinent to the previous day's work.

I. The Contractor shall be responsible for clearing the street of any obstruction (low hanging tree limbs, trash piles, etc.) interfering with the completion of the contract.

J. Provide the impacted residents with 24-hour notice prior to all tree trimmings.

K. All areas temporarily omitted by the Contractor during normal operations shall be logged and a list of the missed areas (addresses or intersections) given to the Inspector before the start of the next day's work.

L. All areas missed by the chip train or hand crew shall be completed within five (5) working days, including weekends if behind schedule, and reported as completed one day after the work takes place.

M. If any missed areas are not completed within five (5) working days, the Contractor shall not be allowed to advance to the next local area or major or collector street until such time as all missed areas have been completed.

N. Specifications include the one approved wet process method for the production of Asphalt Rubber.

1. Blend minimum 20% using ground reclaimed vulcanized rubber by weight of asphalt cement.

O. The maximum distance that the hot asphalt rubber shall be applied in advance of the chips shall be 100 feet.

P. The Contractor shall be responsible for damage to automobiles from asphalt rubber over spray or aggregate related to the Contractor's work.

Q. Hot asphalt rubber seal with hot pre-coated cover material shall be placed only when the ambient temperature is at least 70 degrees Fahrenheit and rising.

IV. **Construction Specifications**: The work done and materials used in this project shall be in accordance with the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (MAG) and Arizona Standard Specifications for Road and Bridge Construction with the following additions:

A.. Test Reports and Certifications: Shall be made in accordance with MAG Specifications.

B. Applicable Specifications:

1. MAG Roadway Excavation	Section 205
2. MAG Subgrade Preparation	Section 301
3. MAG Fog Seal Coats	Section 333
4. MAG Asphalt Chip Seal	Section 330
5. ADOT Asphalt Rubber Stressed Absorbing Membrane	Section 410
6. MAG Traffic Control	Section 401
7. ADOT Asphalt Rubber Material	Section 1009 Type B Rubber
8. MAG Paving Asphalt	Section 711 & 712
9. MAG Emulsified Asphalt	Section 713
10. MAG Cover Material	Section 716 (Precoated)
11. MAG Bituminous Prime Coat	Section 315

All bids submitted under section 713 of MAG Specifications; emulsified asphalt shall be required per CQS-1h.

C. Preparation of Surfaces: Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material. In urban areas the surface shall be cleaned of dirt and other objectionable material by cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms may be used. When necessary, cleaning shall be supplemented by hand broom.

The bituminous material shall not be applied until an inspection of the surface has been made by the City inspector and he has determined that it is suitable.

Mixing of the Asphalt-Rubber: The mixture shall be combined into a spreadable composition. The spreadable asphalt shall be per M.A.G. Section 711 and shall be PG 64-16 unless otherwise approved.

The granulated rubber shall meet the following requirements:

1. All rubber shall be vulcanized, 100% shall pass the No. 30 sieve and not more than 10% shall pass the No. 50 sieve. The sieve shall comply with A.A.S.H.T.O. M-92. Rubber shall be free from fabric wire or other contaminating material except that up to 4% of calcium carbonate may be included to prevent particles from sticking together.

D. Application Rate of Asphalt-Rubber Mixture: The application rate shall be between .55 and .65 gallons per square yard. The inspector shall make adjustment within range depending on field condition.

E. Chips: For pre-coated hot chips, Section 335.5 (M.A.G.) shall govern and Section 716 (M.A.G.) will cover material specifications.

The average rate of application of the cover material for estimating purposes shall be 28 pounds per square yard for 1/4" nominal size and 32 pounds per square yard for 3/8" nominal size. Actual rate will be determined in the field, according to existing conditions. The Contractor will be required to provide actual, in field test sections, twice per day to the City Inspector, which will show the rate being applied. This will determine the rate of application that will be used for that day's areas completed. Payment will be based on this information and no additional compensation will be allowed for this pay item.

F. Rolling: The rolling of the cover material shall proceed immediately after application to insure maximum embedment of the aggregate. A minimum of three (3) self propelled pneumatic tired rollers shall be used. A minimum of three (3) coverage's shall be made with the pneumatic rollers immediately after application. . Immediately after the pneumatic rollers have completed their passes, one complete pass shall be completed by a steel-wheeled roller.

After initial sweeping, the Contractor shall make two (2) more complete coverages with the pneumatic rollers, which shall be the final rolling. Maximum speed of rollers shall be five (5) miles per hour. These rollers shall be equipped with operating water systems and shall have the proper tire pressure at all times.

G. Initial Sweeping: The Contractor shall perform an initial sweeping of the seal coat 12 hours or less after application. Included in this initial sweeping will be the removal of loose chips from all adjacent gutters,

sidewalks, landscaping, driveway entrances and adjacent streets not receiving treatment. All sweepers used shall be equipped with at least 1 gutter broom and shall be PM-10 effecient type sweepers. The contractor shall provide an adequate number of sweepers to fulfill this requirement in a timely manner.

The Contractor shall exercise due care not to dislodge chips for tender treatment during initial sweeping. The Contractor is also responsible for providing a "side kick" broom for the purpose of sweeping the join between sections of seal coat application.

H. Final Sweeping: Maintenance of the surface shall include the distribution of aggregate over the surface to absorb any free bituminous material, to cover any area deficient in cover coat material and to prevent formation of corrugations. Clean sand may be used in lieu of aggregate to cover any excess of asphaltic emulsion which comes to the surface. The use of roadside material for this purpose will not be permitted. The Contractor shall perform a final sweeping of the seal coat one (1) week after final rolling. All loose chips shall be removed by the Contractor at this time. Included in this final sweeping will be the removal of loose chips from all adjacent gutters, sidewalks, landscaping, driveway entrances and streets not receiving treatment.

I. Flush Coat: One (1) week after final rolling, and after approved final sweeping a flush coat shall be applied. The flush coat shall consist of CQS-1h as called for in Section 713, and shall be applied at a rate of 0.08 gallons per sq. yard when diluted. The flush coat shall consist of an emulsion of one (1) part water and one (1) part CQS-1h.

J. Sampling of CQS-1H Flush Coat: The Contractor shall take two (2) one-gallon samples of the CQS-1h flush coat material from each distributor truckload used on the project. Contractor shall furnish the sample containers and take the samples in the presence of the Inspector. Each container shall be clearly marked with pertinent data such as date of application, load number, etc. One container of each set will be submitted by the Inspector to a testing lab to check for specification compliance. The second container of each set shall be retained by the Inspector for a backup check in the event the first sample fails to pass the specifications. Containers shall be plastic or glass and shall be sealed immediately to prevent contamination.

K. Street Barricading During Sweeping: The Contractor shall also provide as part of the traffic control signs for the following: Speed Limit 25 MPH, Fresh Oil, Loose Gravel, and any other signs which are required to direct or advise the motoring public.

L. Construction Water: Cost of water if furnished by the city systems will be borne by the City. The Contractor will arrange for the water to be metered.

M. Load Tickets: Load tickets are to be delivered to the City Inspector for each completed load as each truck arrives at the job site.

N. Barricading Before Striping: The Contractor shall be responsible for maintaining the necessary barricades and delineators until the contractor can re-stripe areas where treatment has been applied. Coordination of application and re-striping shall be handled by the contractor. The contractor will be responsible to provide shop drawings of the existing striping and all striping shall be replaced in-kind unless directed by the Public Works Director or his designee

O. Manhole and Valve Cover Protection and Adjustment: All manhole, valve and survey monument covers and fire hydrant spotters shall be protected by the contractor from placement of the seal coat. When in the opinion of the Inspector, the manhole, valve, or survey monument should be adjusted to final grade, the Contractor shall do so in accordance with the appropriate Maricopa Association of Government's Detail.

P. Testing: The Contractor shall submit to the City a sample of each material to be used, at least ten (10) days before application begins.

R. Storage of Materials: The Contractor is responsible for locating and acquiring areas to stockpile materials and equipment needed for construction. The Contractor shall obtain letter of release from property owner prior to stockpiling/equipment storage. The cost of material stockpiling, equipment storage, and cleanup is incidental to the project.

PRODUCT APPLICATION SERVICES:

A. No work will be allowed on weekends and City observed holidays unless noted otherwise or approved by the Public Works Operations Manager or his/her designee. 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 chip sealed. Streets with more than two lanes or less than 29-feet in width shall be chip sealed in a manner subject to the approval of the Public Works Operations Manager or his/her designee. This may require half passes to be applied.

B. 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.

C. 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.

D. Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half sections, or by providing bridging over new concrete. 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.

E. The Contractor shall ensure that all sidewalks on this project remain in compliance with all the requirements 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 his/her designee may request temporary hard-surface walkways, and/or covered pedestrian walkways to be installed at no additional cost to the City.

F. 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.

G. The Contractor shall maintain the Emergency entrance to Hospitals 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.

H. 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.

I. 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.

J. 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.

K. 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

L. No weekend work shall be scheduled unless pre-approved by the Public Works Operations Manager or her designee.

M. 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.

N. Traffic control plans shall be submitted upon a request from the Public Works Operations Manager or her designee and approved 72 hours prior to any work being performed on streets.

O. Clean-up shall include the removal of chip 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 chip seal materials.

The Contractor shall furnish a proposed Construction Schedule on the pre-construction meeting that includes dates and locations to be chip sealed. The schedule must reflect a daily production rate.

P. 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 elect to suspend the project without any additional penalties to either party.

Q. 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 chip sealed each day including limits, the sequence of streets for each days work and which side of the street to be resurfaced for each days work.

R. Product application shall not run into the gutter. If it does contractor is responsible for proper clean up. Clean up must be approved by the project inspector.

S. Contractor is responsible for cleanup of any tracking into private or public driveways.

T. 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.

U. Pricing for traffic control will be on a per mile basis with partial miles prorated.

V. Proper traffic control is required in accordance with the Phoenix Barricade Manual. The Contractor must submit traffic control plan(s) for approval. The Contractor shall provide and set-up cones for protection. The only cones permitted during the chip 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.

W. The contractor shall place temporary no parking signs on scheduled roadways to be chip 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. The contractor shall place fresh oil signs throughout the project to ensure newly placed chip seal is protected.

X. 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.

Y. 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

Z. 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 his/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.

II. SURFACE TREATMENT STRIPING SPECIFICATIONS:

A. It is the General Contractors responsibility to notify a Striping Contractor prior to all surface treatments that will cover existing markings. The striping contractor will be responsible to identify all lane dimensions prior to the surface treatment. This shall be accomplished by creating field drawings, and, or placing spot markings on curbing that will allow the striping contractor to replace pavement markings the exact location as prior to the surface treatment. If the City of Peoria wishes to change a striping pattern on a particular section of roadway, they will notify the striping contractor prior to the surface treatment. . The City of Peoria will identify the new control points for the striping contractor. All pavement markings completed no longer than three (3) days after the surface treatment.

B. All pavement applied shall conform to the City of Peoria specifications and the "Manual on Uniform Traffic Control Devices" adopted and being used by A.D.O.T.

C. The striping contractor shall notify the City of Peoria Public Works Traffic Maintenance Inspector 48 hours in advance of any striping. The striping contractor shall be responsible for layout and installation of permanent pavement markings on final surface course following the control that need to be set no further than 50 feet apart along the lines to be striped. Upon completion of the layout prior to the installation of the permanent pavement markings, the striping contractor shall contact the Traffic Maintenance Inspector to make arrangements for inspection prior to permanent pavement markings. Any striping applied before an approved inspection shall be removed and re-striped at the contractors' expense.

D. The dimensions shown for pavement striping are to the center of the striping or, in the case of double striping, to the center of the double striping.

E. Crosswalks, stop bars, legends and turn arrows shall be installed using alkyd thermo plastic applied at 90mil thickness; longitudinal striping shall be installed with water based paint at 15 mil thickness. Paint and bead samples shall be provided to the City of Peoria Traffic Maintenance Inspector upon request.

F. All raised pavement markers shall be Avery Denison C80 AY for the yellow and C80 BW for the white. They shall be installed with bituminous adhesive which is on the A.D.O.T. approved list.

G. All raised pavement markers shall be installed so that the reflective face of each marker is facing the direction of traffic flow.

H. When raised pavement markers are placed along solid striping, the nearest edge of the marker shall offset no less than 4 inches and no more than 6 inches from the nearest edge of striping.

I. The contractor shall clean the roadway surface to the satisfaction of the inspector by sweeping and, or air blowing immediately prior to the placement of all pavement markings. The roadway surface shall be dry and the air temperature should be no less 50 degrees F and rising.

J. All dimensions are in feet unless other wise noted on the plans or the detail drawings.

K. Following completed striping the contractor shall provide individual footage of striping per individual roadway to the inspector.

Price Sheet

Solicitation Number: **P08-0077**

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Contractor application cost per square yard to include 1/4" or 3/8" Nominal Size Pre-Coated Hot Aggregate as designated. Rubberized Asphalt Cement Application (Rate will be 0.60 Gallon/Square Yard. Can be changed within a Range of 0.55 to 0.65 Gallon/Square Yard). Flush Coat (QS-1h) .08 Gallons per square Yard. Any material, equipment, labor or additional costs to be compliant with the contract.				
1a.	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard				
	Less than 25,000 Square Yards – Cost per	1	SY	$ 3.47	3.47
	25,001 to 50,000 Square Yards – Cost per	1	SY	$ 3.20	3.20
	50,001 to 75,000 Square Yards – Cost per	1	SY	$ 3.14	3.14
	75,001 to 100,000 Square Yards – Cost per	1	SY	$ 3.16	3.16
	100,001 to 125,000 Square Yards – Cost per	1	SY	$ 3.16	3.16
	125,001 to 150,000 Square Yards – Cost per	1	SY	$ 3.16	3.16
	150,001 to 200,000 Square Yards – Cost per	1	SY	$ 3.16	3.16
	200,001 to 225,000 Square Yards – Cost per	1	SY	$ 3.16	3.16
	225,001 to 250,000 Square Yards – Cost per	1	SY	$ 3.16	3.16
	250,001 and Over – Cost per	1	SY	$ 3.16	3.16
1b.	3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard For Low Volume Traffic Only				
	Less than 25,000 Square Yards – Cost per	1	SY	$ 3.50	3.50
	25,001 to 50,000 Square Yards – Cost per	1	SY	$ 3.20	3.20
	50,001 to 75,000 Square Yards – Cost per	1	SY	$ 3.17	3.17
	75,001 to 100,000 Square Yards – Cost per	1	SY	$ 3.17	3.17
	100,001 to 125,000 Square Yards – Cost per	1	SY	$ 3.17	3.17
	125,001 to 150,000 Square Yards – Cost per	1	SY	$ 3.17	3.17
	150,001 to 200,000 Square Yards – Cost per	1	SY	$ 3.17	3.17
	200,001 to 225,000 Square Yards – Cost per	1	SY	$ 3.17	3.17

Price Sheet

Solicitation Number: **P08-0077**

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	225,001 to 250,000 Square Yards – Cost per	1	SY	$ 3.17	3.17
	250,001 and Over – Cost per	1	SY	$ 3.17	3.17
1c.	Traffic Control per mile				
	Arterial Streets	1	Mile	$ 4,000.00	4,000.00
	Collector Streets	1	Mile	$ 2900.00	2,900.00
	Residential Streets	1	Mile	$ 1,750.00	1,750.00
1d.	**Replacement of Road Markings in Conjunction with a Chip Seal Application Project:**				
	Long Line (Yellow)	1	LF	$ .30	.30
	Lone Line (White)	1	LF	$ .30	.30
	Double Yellow (4" Yellow)	1	LF	$ .55	.55
	Skip Line (4" Wide White 15' Stripe/25' Spacing)	1	LF	$ .20	.20
	Thermo Plastic Cross Walks (12" White)	1	LF	$ 2.60	2.60
	Thermo Plastic Cross Walks / Stop bars (12" White)	1	LF	$ 2.60	2.60
	Thermo Plastic Cross Walks Yellow	1	LF	$ 2.60	2.60
	Thermo Plastic Cross Walks / Stop bars (12" Yellow)	1	LF	$ 2.60	2.60
	Center Turn Lane (4" Wide Yellow)	1	LF	$ .75	.75
	Holding Bar (8" White)	1	LF	$ .55	.55
	V holding Bar (8" White)	1	LF	$ 1.10	1.10
	Squeeze Bar (8" White)	1	LF	$ .55	.55
	Edge Line (4" White)	1	LF	$ .30	.30
	Bike Lane (6" White)	1	LF	$ .40	.40
	Thermo Plastic Left Turn Arrows (8' White)	1	LF	$ 150.00	150.00
	Thermo Plastic Right Turn Arrows (8' White)	1	EA	$ 150.00	150.00
	Thermo Plastic Arrow Straight (8' White)	1	EA	$ 150.00	150.00
	Thermo Plastic Combination Arrows (12' 9" White, 1 each)	1	EA	$ 200.00	200.00
	24" Solid Yellow Circle for placement of school Zone Signs (Thermo Plastic)	1	EA	$ 100.00	100.00
	Thermo Plastic Ahead (8" White)	1	EA	$ 200.00	200.00

A CON 401088

Price Sheet

Solicitation Number: **P08-0077**

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	Thermo Plastic Bike Symbol w/Helmet (6' White)	1	EA	$ 400.00	400.00
	Thermo Plastic Only (8' White)	1	EA	$ 200.00	200.00
	Thermo Plastic Ped (8' White)	1	EA	$ 200.00	200.00
	Thermo Plastic School (8' White)	1	EA	$ 200.00	200.00
	Thermo Plastic X-Sing (8' White)	1	EA	$ 200.00	200.00
	Thermo Plastic Bike Symbols (8" White)	1	EA	$ 400.00	400.00
	Thermo Plastic "Only" Symbols (White)	1	EA	$ 200.00	200.00
	Remove and Replace Hydrant Markers	1	EA	$ 12.00	12.00
	AWARD WILL BE BASED UPON THE GRAND TOTAL OF PROJECTS 1, 2, 3, & 4 BELOW.				
2.	Pricing for Project 1 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.				
	3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard	1	LS	120,000.00	$ 120,000.00
	Traffic Control	1	LS	5,000.00	$ 5,000.00
	Striping	1	LS	4,400.00	$ 4,400.00
3.	Pricing for Project 2 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard	1	LS	54,500.00	$ 54,500.00
	Traffic Control	1	LS	2,900.00	$ 2,900.00
	Striping	1	LS	3,400.00	$ 3,400.00
4.	Pricing for Project 3 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard.	1	LS	238,000.00	$ 238,000.00

A CON 401085

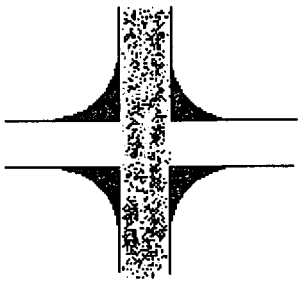
Price Sheet

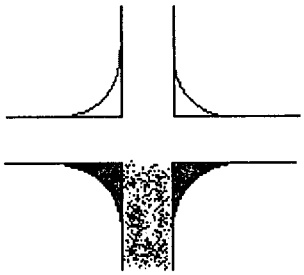
Solicitation Number: **P08-0077**

Materials Management
Procurement
8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

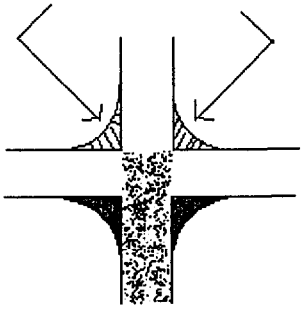
Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	3/8" Pre-Coated Hot Aggregate @ 20-30 lbs. per Sq. Yard	1	LS	202,500.00	$202,500.00
	Traffic Control	1	LS	9,000.00	$9,000.00
	Striping	1	LS	27,500.00	$27,500.00
5.	Pricing for Project 4 (See Attachment B) Pricing for this project must correlate with the square yard pricing as listed above.				
	1/4" Nominal Size Pre-Coated Hot Aggregate @ 25-35 lbs. per Sq. Yard	1	LS	165,500.00	$165,500.00
	Traffic Control	1	LS	4,000.00	$4,000.00
	Striping	1	LS	14,000.00	$14,000.00
	Subtotal of Projects 1-4				$850,700.00
	Tax				$45,161.11
	Bonds				$7,060.81
	Grand Total				$902,921.92

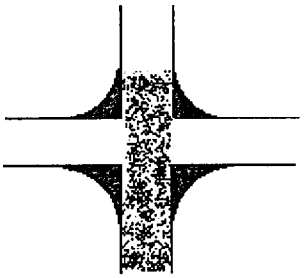
CHIP GUIDELINES FOR RADII

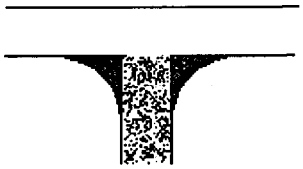


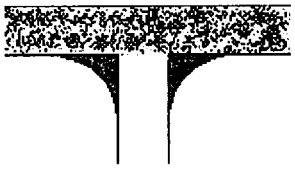


DO IF SO DIRECTED
BY INSPECTOR









SHADED AREAS ARE CHIPPED.

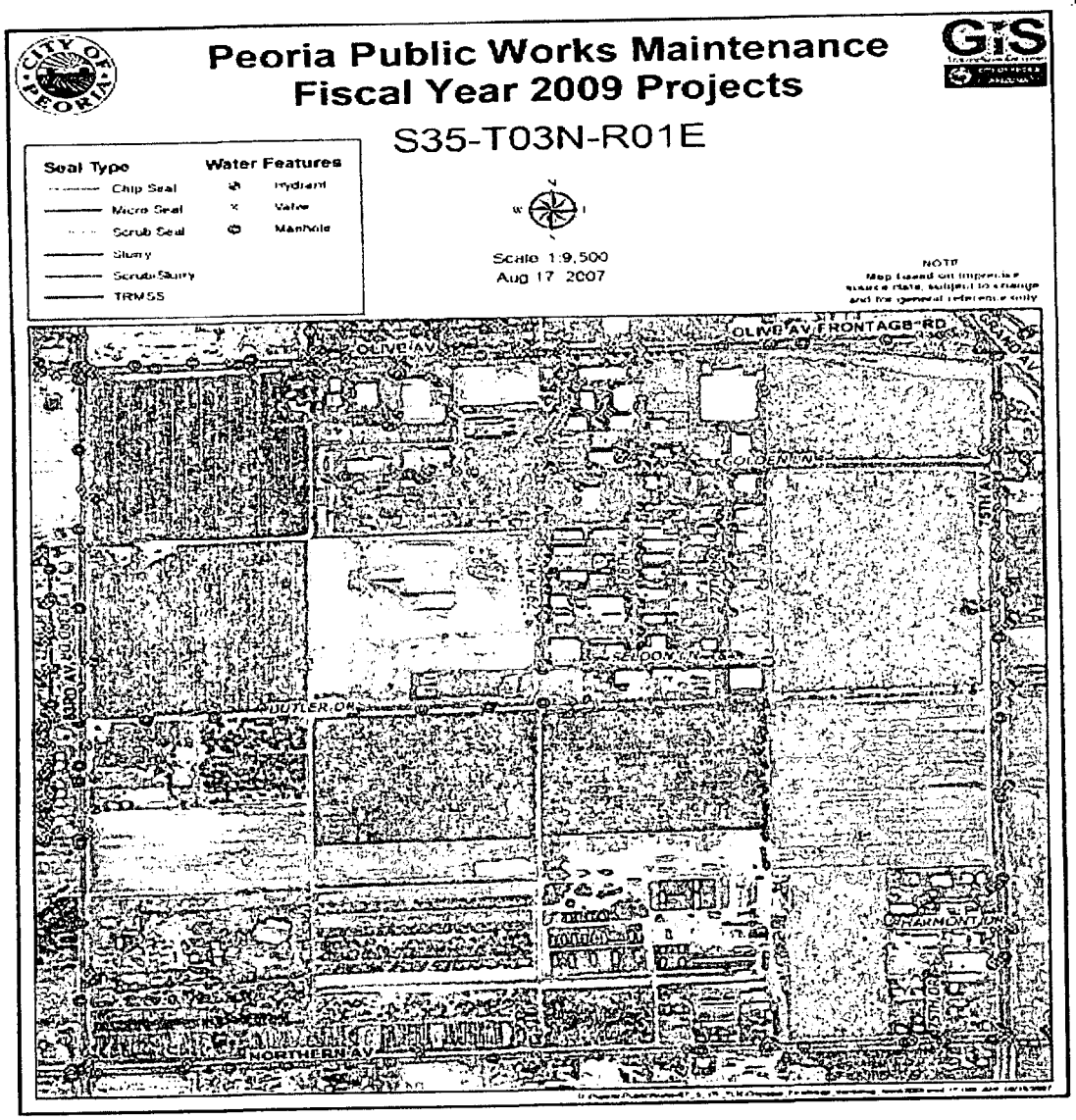
DARKENED RADII TO BE DONE.

	ATTACHMENT B	**Materials Management** **Procurement**
	Solicitation Number: **P08-0077**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Fiscal Year 2009 Projects

Project 1:

33



Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Project 1 (continued)

Map #			3/8" Chip Seal 2008-2009						Sac's
3_35	Street Name	Seg-ID	From Street	To Street	Width	Length	SqF	Sqy	
N1	79TH AVENUE	0210	SELDON LANE	OLIVE AVENUE	62	2,382	110,234	12,248	
NE01	77TH DRIVE	0070	SELDON LANE	GOLDEN LANE	34	1,400	47,600	5,289	
NE01	78TH AVENUE	0100	SELDON LANE	OLIVE AVENUE	34	2,305	78,370	8,708	
NE01	SELDON LANE	0060	EAST END OF ROAD	79TH AVENUE	34	1,291	43,894	4,877	
NE01	GOLDEN LANE	0050	77TH DRIVE	79TH AVENUE	34	1,235	41,990	4,666	
SE01	HARMONT DRIVE	0020	75TH AVENUE	END OF ROAD	28	526	14,728	1,636	
						9,139	336,816	37,424	

	ATTACHMENT B	**Materials Management** **Procurement**
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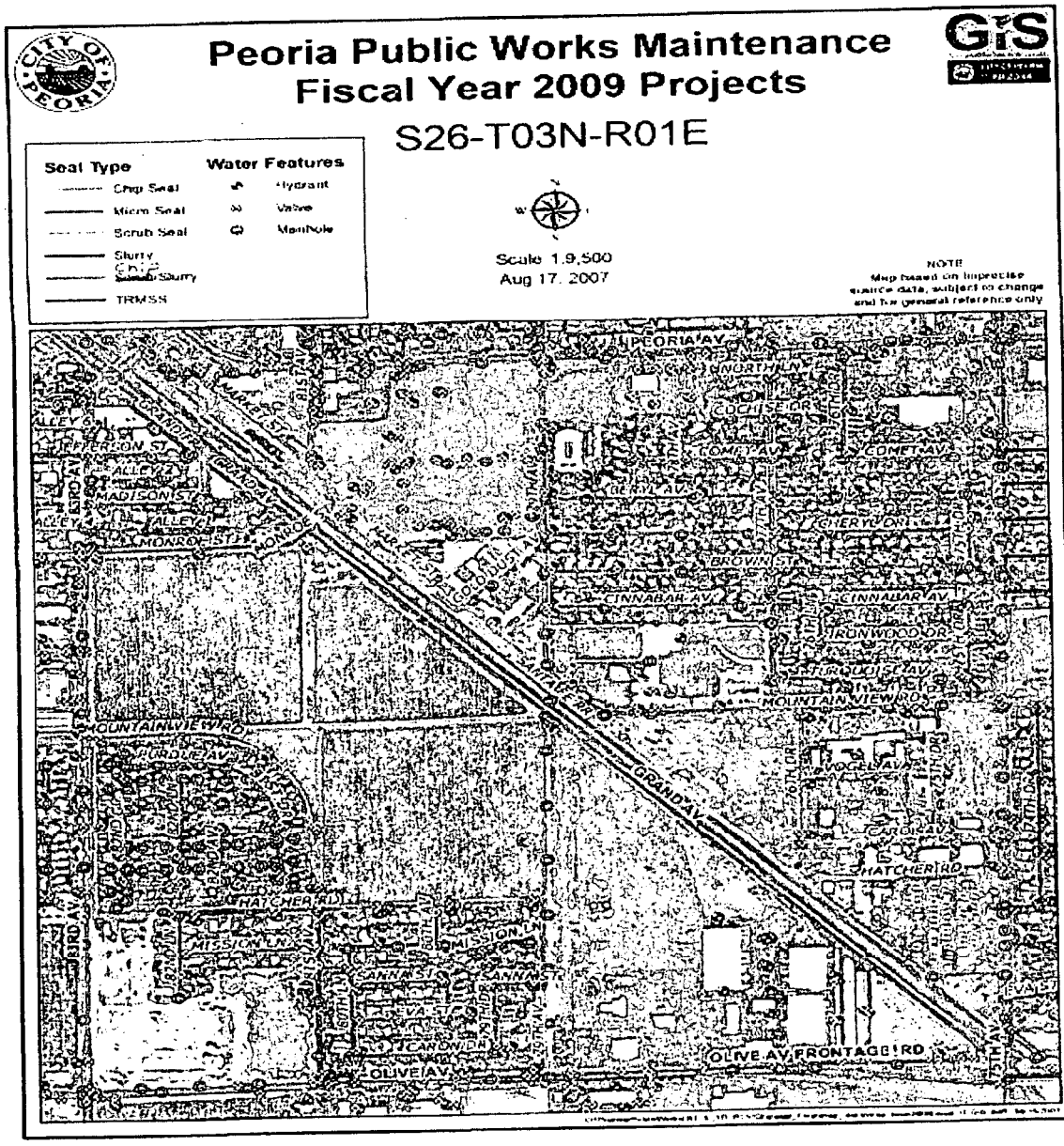
Project 2:

30)



(Rev 02/01/08)

A CON 40108

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Project 2 (Continued)

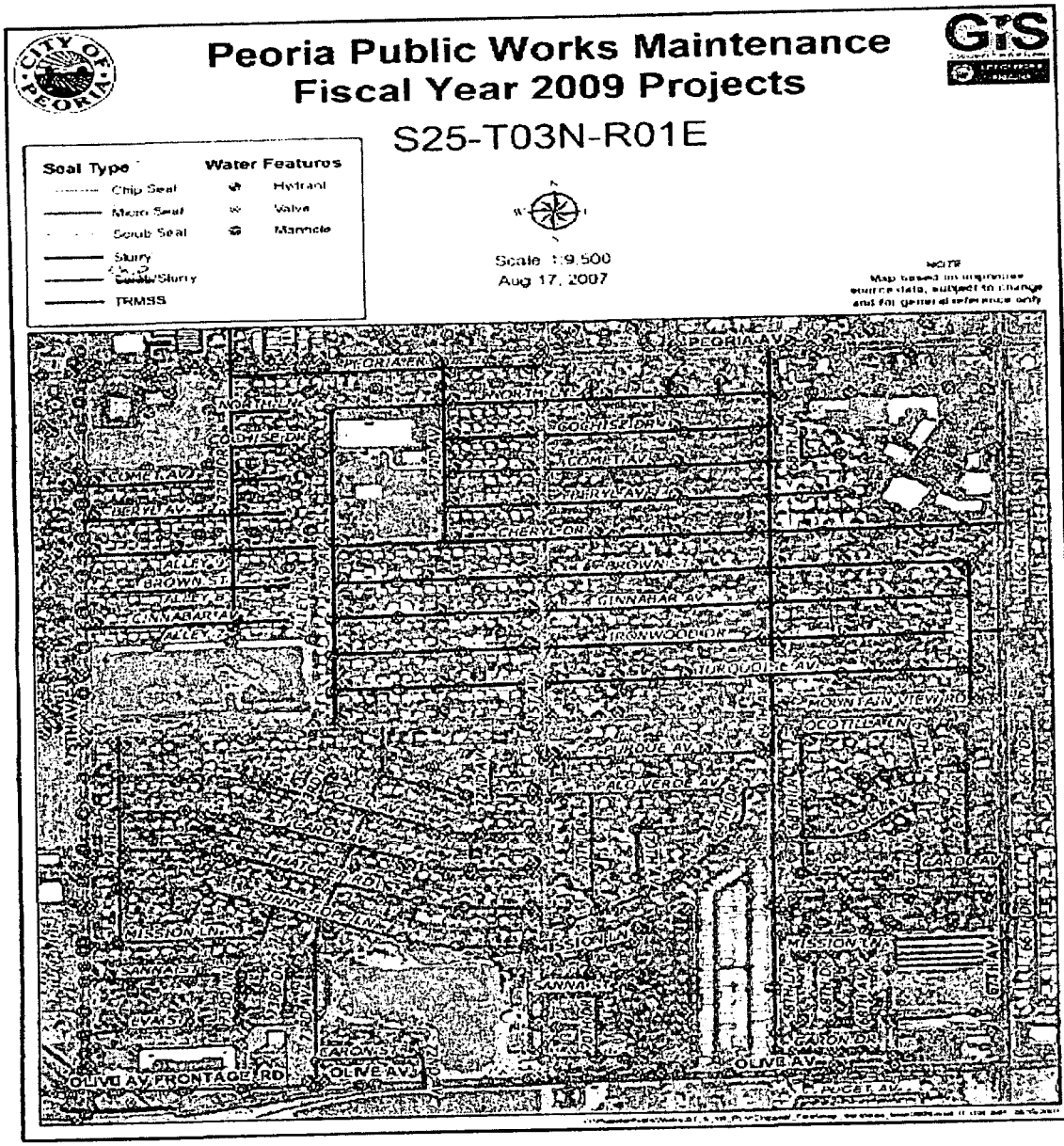
1/4" Chip Seal 2008-2009

Map # 3_26	Street	Seg-ID	From	To	Width	- Length	- SqF	Sqy	Sacs
SE01	75TH DRIVE	0100	CAROL AVENUE	VOGEL AVENUE	48	530	25,440	2,827	
SE01	CAROL AVENUE	0020	75TH AVENUE	76TH DRIVE	48	1,120	53,760	5,973	
SE01	76TH DRIVE	0080	CAROL AVENUE	MOUNTAIN VIEW ROAD	25	980	24,500	2,722	
SE01	VOGEL AVENUE	0030	75TH DRIVE	76TH DRIVE	48	785	37,680	4,187	
						3,415	141,380	15,709	

	ATTACHMENT B	Materials Management Procurement
	Solicitation Number: **P08-0077**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Project 3:

28



A CON 401085

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Project 3 (Continued)

3/8" Chip Seal 2008-2009

Map # 3_25	Street Name	Seg-ID	From Street	To Street	Width	Length	SqF	Sqy	Sacs
E1	MOUNTAIN VIEW ROAD	0000	67TH AVENUE	71ST AVENUE	61	2,584	143,643	15,960	
N1	71ST AVENUE	0070	MOUNTAIN VIEW ROAD	PEORIA AVENUE	62	2,580	159,960	17,773	
S1	71ST AVENUE	0080	OLIVE AVENUE	MOUNTAIN VIEW ROAD	61	2,570	156,770	17,419	
W1	MOUNTAIN VIEW ROAD	0010	71ST AVENUE	75TH AVENUE	62	2,592	113,760	12,640	
						10,326	574,133	63,793	

1/4" Chip Seal 2008-2009

Map # 3_25	Street Name	Seg-ID	From Street	To Street	Width	Length	SqF	Sqy	Sacs
SE01	68TH LANE	0020	CAROL AVENUE	OCOTILLA LANE	30	990	29,700	3,300	
SE01	68TH DRIVE	0030	PALO VERDE AVENUE	NORTH END OF STREET	30	60	6,827	759	1
SE01	70TH DRIVE	0030	CARON DRIVE	MISSION LANE	30	746	22,380	2,487	
SE01	69TH AVENUE	0060	OLIVE AVENUE	MOUNTAIN VIEW ROAD	38	2,595	98,610	10,957	
SE01	69TH DRIVE	0040	VOGEL AVENUE	PALO VERDE AVENUE	30	365	10,950	1,217	
SE01	70TH AVENUE	0030	SUNNYSLOPE LANE	VOGEL AVENUE	30	470	14,100	1,567	
SE01	67TH DRIVE	0050	CAROL AVENUE	NORTH END OF STREET	30	940	33,227	3,692	1
SE01	67TH LANE	0000	CAROL AVENUE	NORTH END OF STREET	30	101	8,057	895	1
SE01	CARON STREET	0020	EAST END OF ROAD	WEST END OF STREET	30	240	19,364	2,152	2
SE01	CAROL AVENUE	0000	67TH AVENUE	68TH LANE	30	1,115	33,450	3,717	
SE01	PALO VERDE AVENUE	0040	69TH AVENUE	71ST AVENUE	30	1,282	38,460	4,273	
SE01	PURDUE AVENUE	0000	69TH AVENUE	71ST AVENUE	30	1,280	38,400	4,267	
SE01	EVA STREET	0020	71ST AVENUE	70TH DRIVE	30	250	7,500	833	
SE01	VOGEL AVENUE	0000	69TH DRIVE	70TH AVENUE	30	503	15,090	1,677	
SE01	OCOTILLA LANE	0000	67TH LANE	68TH LANE	30	625	18,750	2,083	
SE01	MISSION LANE	0060	EAST END OF ROAD	71ST AVENUE	30	407	18,292	2,032	1
SE01	SANNA STREET	0070	70TH DRIVE	71ST AVENUE	30	250	7,500	833	
SE01	SUNNYSLOPE LANE	0000	69TH DRIVE	71ST AVENUE	30	1,230	38,157	4,240	1
SE02	VOGEL AVENUE	0010	67TH DRIVE	69TH AVENUE	30	1,140	35,457	3,940	1
SE02	PALO VERDE AVENUE	0010	67TH AVENUE	68TH LANE	30	1,145	34,350	3,817	
SE02	67TH LANE	0010	PALO VERDE AVENUE	OCOTILLA LANE	30	255	7,650	850	
SE02	70TH DRIVE	0020	SUNNYSLOPE PARK	PALO VERDE AVENUE	30	835	25,050	2,783	
						16,824	561,321	62,369	

A CON 40108

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
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Project 3 (Continued)

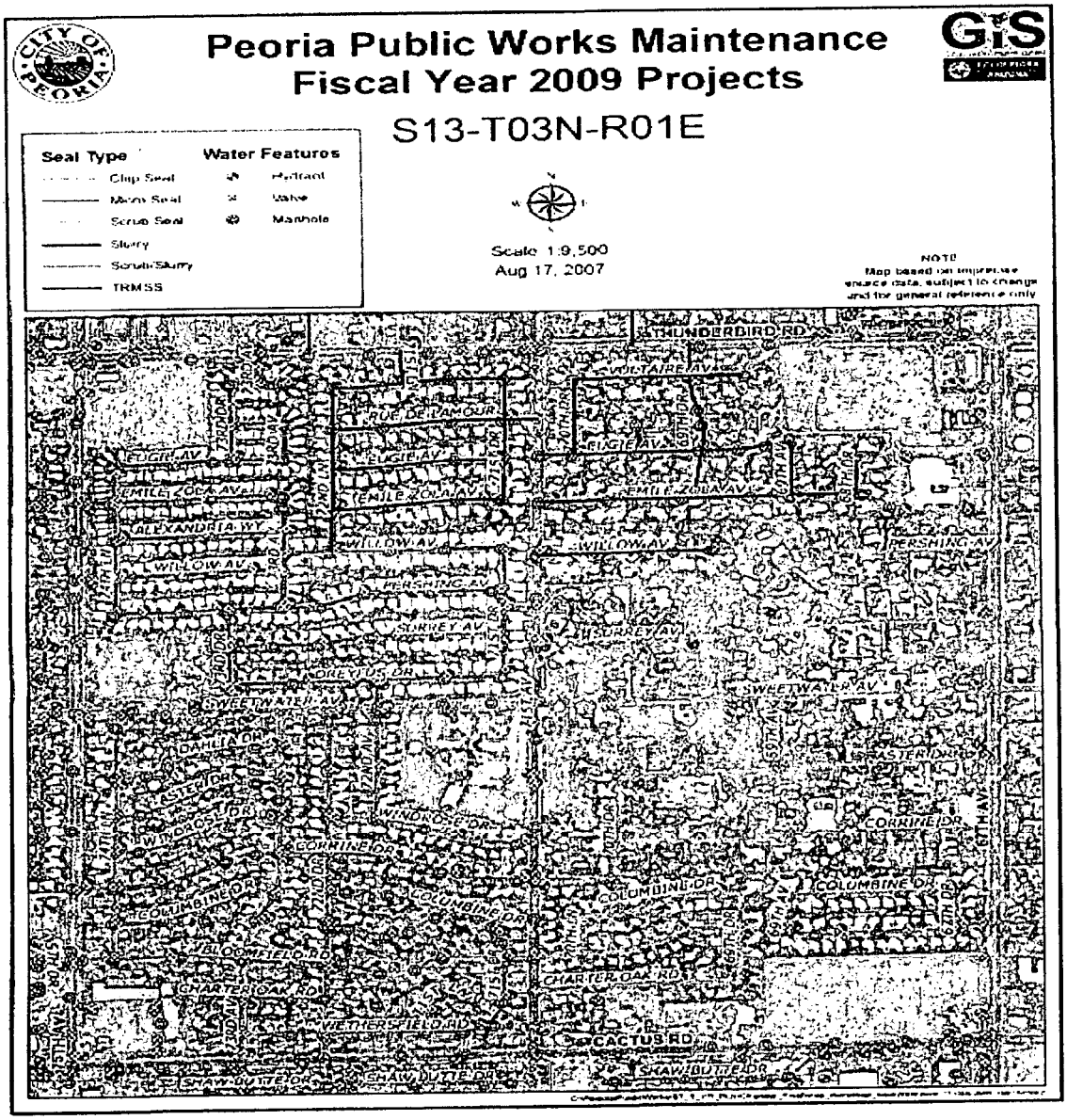
1/4" Chip Seal 2008-2009

Map #									
3_25	Street Name	Seg-ID	From Street	To Street	Width	Length	SqF	Sqy	Sacs
SW01	72ND AVENUE	0060	OLIVE AVENUE	CARON STREET	30	160	4,800	533	
SW01	CAROL AVENUE	0010	71ST AVENUE	74TH DRIVE	30	2,435	73,050	8,117	
SW01	CARON STREET	0000	72ND AVENUE	73RD AVENUE	30	635	23,828	2,648	1
SW01	72ND DRIVE	0040	CARON DRIVE	NORTH END OF STREET	30	35	5,467	607	1
SW01	73RD LANE	0000	EVA STREET	SANNA STREET	30	240	7,200	800	
SW01	74TH DRIVE	0030	MISSION LANE	MOUNTAIN VIEW ROAD	30	1,420	42,600	4,733	
SW01	73RD DRIVE	0070	EVA STREET	SANNA STREET	30	245	7,350	817	
SW01	73RD AVENUE	0090	OLIVE AVENUE	MOUNTAIN VIEW ROAD	37	2,650	92,426	10,270	
SW01	PALO VERDE AVENUE	0050	71ST AVENUE	73RD AVENUE	30	915	32,228	3,581	1
SW01	VOGEL AVENUE	0020	71ST AVENUE	74TH DRIVE	30	2,440	79,088	8,788	1
SW01	EVA STREET	0000	73RD DRIVE	75TH AVENUE	30	1,170	41,045	4,561	1
SW01	SUNNYSLOPE LANE	0010	71ST AVENUE	74TH DRIVE	30	2,440	79,178	8,798	1
SW01	SANNA STREET	0010	73RD LANE	75TH AVENUE	30	860	31,745	3,527	
SW01	MISSION LANE	0000	75TH AVENUE	SUNNYSLOPE LANE	30	1,190	35,700	3,967	
SW01	HATCHER ROAD	0000	71ST AVENUE	75TH AVENUE	37	2,620	96,940	10,771	
SW02	SANNA STREET	0000	73RD AVENUE	73RD DRIVE	30	136	4,080	453	
SW02	73RD DRIVE	0080	VOGEL AVENUE	NORTH END OF STREET	30	157	9,488	1,054	1
SW02	72ND AVENUE	0070	PALO VERDE AVENUE	NORTH END OF STREET	30	172	12,278	1,364	1
						19,920	678,491	75,388	

	ATTACHMENT B	**Materials Management** **Procurement**
	Solicitation Number: **P08-0077**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Project 4

23



A CON 40108

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Project 4 (Continued)

Map #			1/4" Chip Seal 2008-2009						
3_13	Street Name	Seg-ID	From Street	To Street	Width	Length	SqF	Sqy	Sac's
SE01	70TH LANE	0000	BLOOMFIELD RD	COLUMBINE DR	30	245	7,350	817	
SE01	69TH DRIVE	0020	CHARTER OAK ROAD	COLUMBINE DR	30	660	19,800	2,200	
SE01	WETHERSFIELD ROAD	0000	EAST END OF ROAD	71ST AVENUE	30	210	12,382	1,376	1
SE01	CHARTER OAK ROAD	0000	69TH DRIVE	71ST AVENUE	30	1,175	42,352	4,706	1
SE01	BLOOMFIELD RD	0090	69TH DRIVE	71ST AVENUE	30	1,150	34,500	3,833	
SE02	COLUMBINE DR	0010	69TH DRIVE	70TH LANE	30	935	28,050	3,117	
						4,375	144,434	16,048	

			1/4" Chip Seal 2008-2009						
3_13	Street Name	Seg-ID	From Street	To Street	Width	Length	SqF	Sqy	Sac's
SE01	CORRINE DR	0000	70TH DRIVE	71ST AVENUE	30	425	12,750	1,417	
SE01	70TH DRIVE	0010	COLUMBINE DR	CORRINE DR	30	255	7,650	850	
SE02	70TH DRIVE	0040	CORRINE DR	ASTER DRIVE	26	715	18,590	2,066	
SE02	CORRINE DR	0070	67TH AVENUE	70TH DRIVE	28	2,125	59,500	6,611	
SE01	ASTER DRIVE	0060	70TH DRIVE	67TH AVENUE	27	2,180	58,860	6,540	
SE02	69TH AVENUE	0140	ASTER DRIVE	SWEETWATER AVENUE	28	510	14,280	1,587	
W1	Sweetwater	0050	67th Ave	West End	26	2,400	52,662	5,851	
SE01	SURREY AVENUE	0050	67TH AVENUE	PERSHING AVENUE	26	1,340	34,840	3,871	
SE02	SURREY AVENUE	0060	PERSHING AVENUE	71ST AVENUE	22	1,270	27,940	3,104	
SE01	PERSHING AVENUE	0060	67TH AVENUE	SURREY AVENUE	25	1,710	42,750	4,750	
						12,930	329,822	36,647	

CON 401084

	Questionnaire	Materials Management Procurement
	Solicitation Number: **P08-0077**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

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 PEORIA
   Contact: Mike Jones Phone: 623-773-7471
   Address: 8401 W. MONROE ST., PEORIA, AZ 85345
   Project Name: CITY OF PEORIA ANNUAL TRMSS SURFACE SEAL
   Project Description: TRMSS SURFACE SEAL OF VARIOUS CITY STREETS
   Project Cost: $298,280.00

2. Company: CITY OF PRESCOTT
   Contact: CRAIG TAYLOR Phone: 928.777.1693
   Address: 430 N. VIRGINIA ST., PRESCOTT AZ. 86301
   Project Name: CITY OF PRESCOTT RUBBERIZED CHIPSEAL 2007
   Project Description: RUBBERIZED CHIPSEAL, SWEEPING
   Project Cost: $902,800.00

3. Company: TOWN OF COTTONWOOD
   Contact: TIM COSTELLO Phone: 928.634.8033
   Address: 827 N. MAIN STREET, COTTONWOOD, AZ 86326
   Project Name: TOWN OF COTTONWOOD PAVEMENT PRESERVATION 2007
   Project Description: RUBBERIZED CHIPSEAL, SWEEPING
   Project Cost: $336,000.00

(Rev 02/01/08)

A CON 40108

	Questionnaire	**Materials Management** **Procurement**
	Solicitation Number: **P08-0077**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Specifications:

A CON 40108

	Questionnaire	Materials Management Procurement
	Solicitation Number: **P08-0077**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

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

☑ **Attach a copy of your Business License to your bid submittal.**

A CON 401085

STATE OF ARIZONA

Office of the

License No. ROC194430

Registrar of Contractors

This is to Certify That

CACTUS TRANSPORT INC DBA
CACTUS ASPHALT A DIVISION OF CACTUS TRANSPORT INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

A-
GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 25TH *day of* MARCH, 2004.

Arizona Registrar of Contractors • 1931 •

DIRECTOR

A COM 4010867

Account Number
15586

Valid until 12/31/2008 unless revoked

2008

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

CACTUS TRANSPORT INC
8211 W SHERMAN ST
TOLLESON AZ 85353-3302

02

Business Address:
CACTUS TRANSPORT INC
8211 W SHERMAN ST
TOLLESON AZ 85353-3302

Russell E. Young

Russell Young, Tax & License Supervisor

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

Thank you for doing business in Peoria. We realize that you had many options when considering where to operate your business and we are pleased that you chose Peoria.

If you have questions regarding Peoria's tax reporting requirements or need information regarding specialty licenses, please contact us by:

Phone:	(623) 773-7160
Fax:	(623) 773-7159
E-mail:	salestax@peoriaaz.com

We wish you success and prosperity in this year and in the years to come.

Sincerely,

Sales Tax & Licensing Section

A CON 40108

LC1V0101

IMPORTANT NOTICE
YOU MUST:

REPORT DISASSOCIATION 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. § 32-1122(B)(1)]
REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

CACTUS ASPHALT A DIVISION OF CACTUS
TRANSPORT INC
8211 WEST SHERMAN STREET
TOLLESON AZ 85353

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA MAR 2010
Registrar of Contractors CERTIFIES THAT
CACTUS ASPHALT A DIVISION OF C
ACTUS TRANSPORT INC

CONTRACTORS LICENSE NO. ROC194430 CLASS A-
GENERAL ENGINEERING

COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND

Fidelis V. Garcia
DIRECTOR

IMPORTANT NOTICE
YOU MUST:

REPORT DISASSOCIATION 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. § 32-1122(B)(1)]
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CACTUS ASPHALT A DIVISION OF CACTUS
TRANSPORT INC
8211 WEST SHERMAN STREET
TOLLESON AZ 85353

THIS IS YOUR IDENTIFICATION CARD
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CORP

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA MAR 2010
Registrar of Contractors CERTIFIES THAT
CACTUS ASPHALT A DIVISION OF C
ACTUS TRANSPORT INC

CONTRACTORS LICENSE NO. ROC194430 CLASS A-
GENERAL ENGINEERING

COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND

Fidelis V. Garcia
DIRECTOR

A CON 401083

IMPORTANT NOTICE
YOU MUST:

REPORT DISASSOCIATION 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. § 32-1122(B)(1)]
REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

CACTUS TRANSPORT INC
8211 W SHERMAN ST
TOLLESON AZ 85353

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP

LICENSE EFFECTIVE THROUGH: NOV 2008
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
CACTUS TRANSPORT INC

CONTRACTORS LICENSE NO. ROC179814 CLASS A-
GENERAL ENGINEERING

COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND

Fidelis V. Garcia
ACTING DIRECTOR

IMPORTANT NOTICE
YOU MUST:

REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
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CACTUS TRANSPORT INC
8211 W SHERMAN ST
TOLLESON AZ 85353

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CORP

LICENSE EFFECTIVE THROUGH: NOV 2008
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
CACTUS TRANSPORT INC

CONTRACTORS LICENSE NO. ROC179814 CLASS A-
GENERAL ENGINEERING

COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND

Fidelis V. Garcia
ACTING DIRECTOR

A CON 401083

	Questionnaire	Materials Management Procurement
	Solicitation Number: **P08-0077**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No__X__.

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

A CON 401086

BID BOND

Solicitation Number: **P08-0077**

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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 penal sum of Ten Percent (10%) of Bid Amount, _____ (Dollars) ($_____) 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:

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 _____ day of_____20____

_____
Principal Seal

BY: _____

_____
Surety Seal

BY: _____

_____
Agency of Record

PERFORMANCE BOND

Solicitation Number: **P08-0077**

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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: **P08-0077**

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

A CON 40108