

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
GONZALEZ ASPHALT, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 21 day of April, 2023, between the City of Glendale, an Arizona municipal corporation (the "City"), and Gonzalez Asphalt, Inc., a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On October 15, 2021 under (S.A.V.E Cooperative Purchasing Agreement, Mohave, etc.), the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Utility Cut - Asphalt and Concrete Patches (on-call) Contract No. ACON28721 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was November 1, 2021, until the date the contract expires on October 31, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond October 31, 2026. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October 31, 2023. The City may renew the term of this Agreement for three (3) years until the Cooperative

Purchasing Agreement expires on October 31, 2026. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eight hundred fifty thousand dollars (\$850,000) annually or three million four hundred thousand dollars (\$3,400,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Gene Haranczak, CIP / Engineering Project Manager  
City of Glendale Engineering Department  
5850 W. Glendale Avenue, Suite 315  
Glendale, Arizona 85301  
And

Gonzalez Asphalt, Inc.  
Tony Rose  
3001 W. Lincoln Street  
Phoenix, Arizona 85009

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

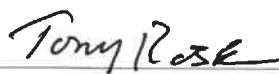
City of Glendale, an Arizona  
municipal corporation

Gonzalez Asphalt, Inc.,  
an Arizona corporation

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

By: \_\_\_\_\_

  
Name: Tony Rose  
Title: Estimator/Project Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Gonzalez Asphalt, Inc.**

**EXHIBIT A**  
(Utility Cuts - Asphalt and Concrete Patches (on-call) Contract ACON28721 )



City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

CONTRACT AUTHORIZATION AND SIGNATURE - COVER SHEET

(For City Use Only)

CONTRACT DETAILS

X New Contract Amendment Extension Other:
Purchasing Job Number: P22-0011 Buyer Name: Drew Ashmun
Vendor / Contractor: Gonzalez Asphalt, Inc.
Contract Purpose / Scope Description: Utility Cuts - Asphalt and Concrete Patches
Start Date: 11.01.2021 End Date: 10/31/2023 Term Contract? No X Yes Final Expiration: 10/31/2026

FINANCIAL DETAILS

City Department: Public Works/Streets Division Department Rep: Mike Jones
Budget Account #: CIP#: UT00203/UT00438
A. This document amount: \$ 0.00 - Low Bid was \$621,044.50
B. Total of all previous executed amounts for this contract: \$
C. Total Contract Amount: \$

APPROVALS

Council Approval Required?: X No Yes: Council Date:
City Manager Signature Required? X No Yes
Comments/Special Instructions: Please return an executed copy to Materials Management. Thank you!

ROUTING SEQUENCE

Materials Management: By: Christine Finney Date: 10/13/21 17:30 MST
Risk Management: By: Date:
City Attorney: By: Michael Dyres Date: 10/14/21 11:06 MST
City Manager: By: Date:
City Clerk: By: Lori Dyckman for Date: 10/14/21 12:56 MST

ACON:28721

LCON:

Recordation#:



# City of Peoria, Arizona

## Notice of Invitation for Bid



Invitation for Bid No.:	P22-0011	Bid Due Date: <b>October 12, 2021</b>
Capital Project No.:	UT00203/UT00438	Bid Due Time: 2:00 P.M. AZ Time
Materials and/or Services:	Utility Cut – Asphalt and Concrete Patches	Purchasing Agent: <b>Drew Ashmun</b>
Contact Phone:	(623) 773-7116	Pre-Bid Date: September 27, 2021
Contact Email:	Drew.ashmun@peoriaaz.gov	Pre-Bid Time: 2:00 PM AZ Time
		Pre-Bid Locaton: Virtual – Please Pre-Register at: <a href="https://attendee.gotowebinar.com/register?2757497514724119310">https://attendee.gotowebinar.com/register?2757497514724119310</a>

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 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 electronically via the City's Procurement Portal (Bonfire) or in a sealed envelope to 9875 N 85th Ave (2nd floor), Peoria AZ 85345 with the IFB number and the bidder's name and address clearly indicated on the front of the envelope.* Bidders are strongly encouraged to carefully read the entire invitation for Bid Package.

### OFFER

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

For clarification of this offer contact:	Telephone: <u>602 831 4343</u> Fax: _____
Name: <u>TONY ROSE</u>	Email: <u>TONY.ROSE@GONZALEZASPHALT.COM</u>
<u>GONZALEZ ASPHALT INC</u>	<u>TONY ROSE</u>
Company Name	Authorized Signature for Offer
<u>3001 W. LINCOLN PHOENIX</u>	<u>TONY ROSE</u>
Address	Printed Name
<u>PHOENIX</u> <u>AZ</u> <u>85009</u>	<u>ESTIMATOR</u> <u>PM</u>
City                      State                      Zip	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: \_\_\_\_\_ City of Peoria, Arizona      Effective Date: 10/15/21

Lori Dyckman for

Rhonda Geriminsky, City Clerk

Approved as to form:

Michael Dynes for

Vanessa P. Hickman, City Attorney



City Seal  
Copyright 2003 City of Peoria, Arizona

CC: \_\_\_\_\_

ACON28721

Contract Number

Contract Awarded Date: 10/14/21

Official File

Christine Finney

Christine Finney, Materials Manager



# SOLICITATION AMENDMENT

**Solicitation Number:** P22-0011 **Page 1 of 1**  
**Description/Service:** Utility Cuts - Asphalt and Concrete Patches

**Solicitation Due Date:** October 12, 2021  
**Solicitation Due Time:** 2:00 PM (AZ Time)

**Amendment Number:** One (1) **Issue Date:** 09.29.2021

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**A signed copy of this Amendment shall be submitted with the vendor's bid/proposal**

**This solicitation is amended as follows:**

**The following revisions have been made on the Bid Table in Bonfire:**

1. Item #3-17 Quality Control is now an allowance - Please enter \$500.00 for this line item
2. Item #3-20 Water Permit has been added is an allowance - Please enter \$1,000.00 for this line item
3. Item #3-20 After Hour Plant Open Charge for Emergency Repair Needs has been added and is an allowance - Please enter \$2,000.00 for this line item
4. Item #3-19 Minimum Charge Per Location – The quantity has been changed to 1

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

Vendor hereby acknowledges receipt and agreement with the amendment

Tony Rose 10/12/2021  
Signature Date

Tony Rose 10/12/2021  
Printed Name Title

Gonzalez Asphalt Inc  
Company Name



# SOLICITATION AMENDMENT

Solicitation Number: P22-0011      Page 1 of 1  
Description/Service: Utility Cuts - Asphalt and Concrete Patches

Solicitation Due Date: October 12, 2021  
Solicitation Due Time: 2:00 PM (AZ Time)

Amendment Number: Two (2)      Issue Date: 10.05.2021

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**A signed copy of this Amendment shall be submitted with the vendor's bid/proposal**

**This solicitation is amended as follows:**

**The following revisions have been made on the Bid Table in Bonfire:**

1. The depth of the mill and overlay for Item #1-7 shall be three (3) inches
2. Item #3-22 Dust Permits has been added to the bid table and is an allowance. Please enter \$530.00 for this item.

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

Vendor hereby acknowledges receipt and agreement with the amendment

Tony Rose      10/8/2021  
Signature      Date

TONY ROSE      ESTIMATOR  
Printed Name      Title

GONZALEZ ASPHALT INC.  
Company Name



# SOLICITATION AMENDMENT

Solicitation Number: P22-0011 Page 1 of 1  
 Description/Service: Utility Cuts - Asphalt and Concrete Patches  
 Solicitation Due Date: October 12, 2021  
 Solicitation Due Time: 2:00 PM (AZ Time)  
 Amendment Number: Three (3) Issue Date: 10.06.2021

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, AZ 85345  
 Phone: (623) 773-7115  
 Fax: (623) 773-7118

**A signed copy of this Amendment shall be submitted with the vendor's bid/proposal**

**This solicitation is amended as follows:**

**The following revisions have been made on the Bid Table in Bonfire:**

1. Clarification: Regarding materials and installation. All applicable items should assume cost of materials and installation.
2. #1 under special instructions on the bid table has been revised to read: **MINIMUM PRICE PER SERVICE CALL:** Minimum charge for each call out location shall be no less than \$1500 (not including Allowance Item number 38).

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

Vendor hereby acknowledges receipt and agreement with the amendment

Tony ROSE 10/8/2021  
 Signature Date

TONY ROSE Estimator  
 Printed Name Title

GONZALEZ ASPHALT INC.  
 Company Name



# SOLICITATION AMENDMENT

**Solicitation Number:** P22-0011 **Page 1 of 1**  
**Description/Service:** Utility Cuts - Asphalt and Concrete Patches  
**Solicitation Due Date:** October 12, 2021  
**Solicitation Due Time:** 2:00 PM (AZ Time)  
**Amendment Number:** Four (4) **Issue Date:** 10.06.2021

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, AZ 85345  
 Phone: (623) 773-7115  
 Fax: (623) 773-7118

**A signed copy of this Amendment shall be submitted with the vendor's bid/proposal**

**This solicitation is amended as follows:**

**The following revisions have been made on the Bid Table in Bonfire:**

1. Items #3-8, #3-9, and #3-10 were revised to Install 1/2 Sack ABC Approved City of Phoenix Supplier. The amount for each item remains the same.

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

Vendor hereby acknowledges receipt and agreement with the amendment

Tony Rose 10/8/2021  
 Signature Date

TONY ROSE ESTIMATOR  
 Printed Name Title

GONZALEZ ASPHALT INC.  
 Company Name



# SOLICITATION AMENDMENT

Solicitation Number: P22-0011 Page 1 of 1  
 Description/Service: Utility Cuts - Asphalt and Concrete Patches  
 Solicitation Due Date: October 12, 2021  
 Solicitation Due Time: 2:00 PM (AZ Time)  
 Amendment Number: Five (5) Issue Date: 10.07.2021

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

A signed copy of this Amendment shall be submitted with the vendor's bid/proposal

This solicitation is amended as follows:

The following are clarifications and amendments to this contract:

1. As this is an on-call/as-needed term contract, sales tax **should not** be added to this bid. When the winning bidder submits proposals for necessary work they will be required to use the Tax formula located on page 22 number 32 of the special terms and conditions seen below.

**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, bonds, 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.

2. An additional form has been requested as a part of submissions. This information will not be used for evaluating the lowest bidder. Please see the following information:

Line items not included on the Bid Table shall be offered at Cost plus 15 %.

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

Vendor hereby acknowledges receipt and agreement with the amendment

Tony ROSE 10/11/2021  
 Signature Date

Tony ROSE 10/11/2021  
 Printed Name Title

Gonzalez Asphalt INC  
 Company Name

**ORIGINAL SOLICITATION**



# City of Peoria, Arizona

## Instructions to Bidders



### 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 or digital signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. Bid due date and time is stated as local Arizona time.
- g. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

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

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

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

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

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

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

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

### 9. AWARD OF CONTRACT:

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



## STANDARD TERMS AND CONDITIONS

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Contractor shall not discriminate against any employee or applicant for employment.
  - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
  - d. The Contractor does not participate in, and agrees not to participate in during the term of any resultant contract, a boycott of Israel in accordance with A.R.S. §35-393.01
2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
  - a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
  - b. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
  - c. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
  - d. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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



## STANDARD TERMS AND CONDITIONS

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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

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



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carrying out the provisions of this contract. 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. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
  - 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 indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor in the performance of the contract. 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



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negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

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

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

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



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23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
27. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
29. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
31. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 20 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award
34. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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

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

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

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

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

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

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

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

2. **REFERENCE STANDARDS:**

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

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

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

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

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

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

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

5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various



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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.

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 its 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



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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 prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

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

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

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

- 12.1. The start of construction in order to arrange for inspection.
- 12.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- 12.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at anytime.
- 12.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
- 12.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

13. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix - Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic



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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 such purposes.
- 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 agreed upon allowance price for **TRAFFIC CONTROL**.
- 13.6. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- 13.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department via email at [offduty@peoriaaz.gov](mailto:offduty@peoriaaz.gov).
- 13.8. The Police Department shall determine if traffic hazards at construction projects warrant the use of Police Assistants or AZ Post Certified Peace Officers to provide traffic control services. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department via email at [offduty@peoriaaz.gov](mailto:offduty@peoriaaz.gov).
- 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



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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:

	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.



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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 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



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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 its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.
24. **RULES, REGULATIONS, TRAINING AND STANDARDS:** The Contractor and any subcontractors under the direction, control and/or contract of the contractor shall be required to implement, follow and adhere to all existing City and County ordinances and regulations, state and federal laws, and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. It is the responsibility of the Contractor to ensure that any person or persons entering the job site are provided with all necessary and required training and personal protection equipment while at that site. If a contractor is delayed, postponed or given a stop work notice because of any non-compliance to any required rules, regulations, training or standards then there will be no contract time extension allowed because of that non-compliance.
25. **IMMIGRATION ACT:** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.



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- Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Utility Cut – Asphalt and Concrete Patches.**
- 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.
- Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held virtually: **Must Pre-Register:**

**Pre-Register:** <https://attendee.gotowebinar.com/register/2757497514724119310>  
**DATE:** September 27, 2021  
**TIME:** 2:00 PM, Arizona Time

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

- Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
- Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
- Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
- Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor’s ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
- Contract Type:** Firm Fixed Price
- Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
- Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.



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11. **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.
12. **Conditions of Work:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
13. **Time of Completion:** The Contractor shall commence work under this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of Peoria and shall fully complete all work under the project within a **reasonable number of** calendar days determined by the City of Peoria. The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.
14. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
15. **Plans and Specifications to Successful Bidder:** The successful Bidder may obtain electronic files on CD-ROM of the Plans and Specifications for this project from the City of Peoria at no cost.
16. **Approval of Substitutions:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. **No substitute will be considered unless written request for approval has been received by the City or its representative at least ten (10) days prior to the scheduled closing time for receipt of bids.** Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner. All requests for approval of substitutions must be submitted by Prime Contractor.
17. **Use of Equals:** When the specifications for materials, articles, products, and equipment state "*or equal*", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The City Engineering Division will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative. All requests for approval of equals must be submitted by Prime Contractor.  
  
Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. **Requests must be received at least ten (10) days prior to the date set for opening of the Bid.** The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing. All requests for approval of equals must be submitted by Prime Contractor.
18. **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.
19. **Independent Contractor:**
  - a. General



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- 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.
- 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.
20. **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.
21. **Liquidated Damages:** Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be in per MAG Specs., Section 108.9.
  - a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
  - b. In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
22. **Warranty:** Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.
23. **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



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work or service.

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

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

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

#### 24. Required Insurance Coverage:

##### a. General Liability

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

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

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

Any Contractor subcontracting 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 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

##### c. Workers' Compensation

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



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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 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.

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

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

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

All Certificates of Insurance required by this Contract shall be identified with a bid or contract number and title of the project.

26. **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.
27. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).
28. **Business in Arizona:** The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may



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file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov/> for more information. Businesses are cautioned the processing time can be lengthy.

29. **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 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.

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

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

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

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

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

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



## SPECIAL TERMS AND CONDITIONS

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Phone: (623) 773-7115  
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to the Owner.

32. **Tax Formula:** Each bidder shall use the following tax formula for construction projects within the City of Peoria.
- Multiply subtotal of bid (including all materials, labor, bonds, and profit) by 65%.  
Example:  $\$1,000.00 \times .65 = \$650.00$
  - Multiply this result times the Peoria tax rate of 8.10%.  
Example:  $\$650.00 \times .0810 = \$52.65$   
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.
33. **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:
- 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
  - 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.
34. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
  - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
  - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
  - Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - Ensure that offices and workspaces containing customer information are secure.
  - Ensure that computer virus protection is up to date.
35. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).
- The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>.  
The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
  - The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/procurement>.



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- I. As part of its Pavement Management Program, the Public Works Streets Division will inspect and coordinate all asphalt and concrete repairs of Water Services assets. The City's intent is to contract with selected contractor on an as-needed basis to make these repairs. Work shall include all materials, labor, equipment and incidentals necessary to complete the work. City's Contractor (Contractor) will provide all services and material necessary to assure the project is completed timely and efficiently consistent with project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, internal and customers of the City.
- II. Utility cut repair of damaged asphalt: The work will consist of removal of any base material or temporary asphalt material and the placement of a permanent asphalt repair on utility cuts generated by Water Services Department at various locations throughout the city.
  - a. All deteriorated or damaged asphalt shall be removed and replaced with permanent asphalt at various locations throughout the city.
  - b. Asphalt repair and replacement shall be in compliance with Mag 321 **Placement and Construction of Asphalt Concrete Pavement**, MAG 336 **Pavement Matching and Surfacing Replacement**
  - c. Asphalt repair and replacement over 3-inches in thickness shall be compensated at an additional cost per inch, at a unit cost per square foot.
  - d. Asphalt pavement shall be saw-cut with equipment approved by the Public Works Inspector. The trimmed edges should be tacked with asphalt cement prior to the placement of new asphalt concrete.
  - e. Pavement material shall be removed and replaced to depth equal to the existing pavement section or to a minimum depth of 3-inches, whichever is greater.
  - f. Single lift pavements shall be compacted with a vibratory roller per MAG standard specifications. Where deep lift asphalt concrete exists, the base shall be placed in lifts not exceeding 2 ½ inches in compacted thickness until the finished grade is achieved.
  - g. Asphalt concrete used shall be an approved City of Phoenix asphalt design
  - h. Payment shall be made at the contract unit price awarded contract. Work shall include all materials, labor, equipment and incidentals necessary to complete the work.
- III. Concrete utility repairs, miscellaneous items: Work consists of concrete work to include the removal, replacement and construction of concrete sidewalks, curbs, gutters, valves and manhole adjustments associated with the utility cut repairs throughout the city.
  - a. Concrete work includes but is not limited to the repair of sidewalks, brick paver areas and grout joints, curb, gutters, ADA ramps improvements and trip hazards throughout the city.
  - b. General concrete repair and replacement shall be conducted to ensure the quality of the repair.
  - c. Remove and replace curb and gutter; remove and replace sidewalk
  - d. New concrete curb & gutter (MAG 220 -1, A, B,C)
  - e. Remove and replace driveway up to 6" depth; additional depth of concrete driveway (Additional cost per inch over 6" depth)
  - f. Remove misc. slab concrete - up to 6" depth; additional depth of misc. concrete slab (Additional cost per inch over 6" depth)
  - g. Remove Existing Curb Ramp and Install New Curb Ramp (Mag 236 1-5, MAG 237 1-3). Modify per location as required
  - h. Catch Basin Rehab, remove & replace bottom slab. Rebuild per City of Phoenix Detail P-1569 Type M-1; Catch Basin Rehab, remove & replace top slab/sidewalk. Rebuild per City of Phoenix Detail P-1569 Type M-1
  - i. Drywell Rehab, remove & replace drywell cover; Remove & Replace - Storm drain catch basin Access Panel Bolts (MAG Detail 530)



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- j. Tree root removal with a diameter over 3 inches shall be quantified per location. All tree Root removal of less than 3 inches is incidental and work to be performed at no additional cost to the city. All tree root removal shall be performed in accordance to the requirements MAG 201 Clearing Grubbing.
- k. Scarify and Re-compact Existing/imported ABC City of Phoenix Compaction Requirement Table 601-3; Import ABC Approved City of Phoenix Supplier
- l. Brick Paver Repair (reuse existing bricks); Re-grout mortar joint where brick pavers are adjacent to existing sidewalk
- m. Install ½ Sack ABC/Cement Slurry Mix Approved City of Phoenix Supplier
- n. Adjust to grade Manhole frame and (reuse existing ring and cover) City of Peoria Detail PE-271 Adjust to grade- Valve box and cover (reuse existing box and cover) City of Peoria Detail PE-270
- o. Re-install survey monument marker (MAG Detail 120 The Arizona State Plane Coordinates System to be used
- p. Remove/obliterate pavement striping; RPM Replacement
- q. Payment shall be made at the contract unit price awarded contract. Work shall include all materials, labor, equipment and incidentals necessary to complete the work.

**IV.** The Contractor will be required to complete work on arterial, collector and residential streets as well as any other locations that require the replacement of asphalt or concrete work, whether a private or public location. The City will assign a Public Works Inspector to each project. The Public Works Inspector will inspect and make final approval of all work completed. A schedule of work will agreed upon by the City and the Contractor prior to the start of the assigned work.

The City will be represented throughout this project by the Manager, Janet Ramsay, Superintendent, Mike Jones, and Lead Public Works Inspector, Jaime Padron. Jaime Padron shall serve as the designated Project Manager unless otherwise noted herein.

The Contractor shall perform the work in a safe and professional manner. Personnel shall be experienced, knowledgeable and capable in all aspects of performing the service. The same personnel that start the project shall remain on the project for the duration of the project to ensure continuity of product and workmanship.

- a. All equipment shall be in good repair and serviceable to operate in a reliable and safe manner.
- b. The milling machine will be run at an appropriate speed that the full depth of the mill. The machine will be operated, to the greatest extent possible to ensure limited asphalt "blow outs." All milling shall comply with MAG 317 Asphalt Milling.
- c. 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.
- d. The major challenge on this project is traffic control and a safe, efficient work zone for the traveling public and workers. To minimize the disruption of traffic the lane restrictions will be made continuous to safely complete the project in the fewest days to minimize impact to the public.
- e. The Contractor shall provide one off-duty police officer, as defined in the City of Phoenix Traffic Barricade Manual, at signalized intersections 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). Contractor should first attempt to schedule off-duty officer(s) with the City of Peoria Police Department. If Peoria officers are not available, Contractor shall provide a record of the attempt to the City.
- f. The City, at its sole discretion, may require the stationing of one or more additional uniformed police officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, to facilitate traffic movement and promote work zone safety. Additionally, the cost for uniformed off-duty police officers, and will be invoiced to the City as at the current "Uniformed Off-Duty City of Peoria Police Officer" rate, or at the actual cost incurred by the Contractor.



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NO markups on uniformed off-duty police officers will be allowed. Measurement for the payment of uniformed off duty Peoria police officer hours will be made by the actual number of man-hours used.

- g. When construction activities require the use of flagmen, it shall be the contractors' responsibility to provide certified and adequately trained personnel to serve as flagmen. Streets that are not of sufficient width to maintain two lanes (one each way) shall utilize flaggers and maintain at least one lane open to through traffic as construction requires.
  - h. Contractor shall submit traffic control plans for approval at least 72 hours before the work is to commence.
  - i. Night work will not be permitted unless otherwise approved by the Project Manager.
  - j. **Failure to maintain temporary traffic control devices in accordance with the City of Phoenix Traffic Barricade Manual and the approved project plans and specifications shall result in suspension of the work and/or Civil Sanctions until deficiencies are corrected to the satisfaction of the Project Manager.**
- V. Contractor shall notify all emergency services, residents, apartment managers, post offices, schools and businesses by an approved door hanger/handbill approximately 48 hours in advance of any street restriction that will affect access to their property. Contractor shall present the door hanger/handbill to the Public Works Operations Manager or designee for approval, prior to its distribution to the public. The door hanger/handbill will include the month (non-numeric) and dates expected for the restrictions. For Monday work, the handbill shall be distributed on the preceding Thursday. For Tuesday work, the door hanger/handbill shall be distributed the preceding Friday. If the work is delayed or continued beyond the specified day, a new door hanger/handbill will be distributed by Contractor. Re-notification shall be made at least 24 hours in advance of the work. Costs of additional notifications shall be incidental to the project. For rain days, Contractor may "pre-notify" the public of potential non-work in lieu of re-notification.
- a. Contractor shall be responsible for all cleanup of the work areas and staging areas including street cleaning.
  - b. Schedule of Work: Electronic schedules shall be kept up-to-date by Contractor and be provided to the City's project manager and/or inspector for review/approval. Construction hours will depend on project location; extended hours permit acceptance/approval, and shall abide City noise ordinances.
  - c. Water: Contractor will have to arrange for the water to be metered if furnished by the City systems.
  - d. If Contractor or his subcontractor utilizes property outside the limits of the project in the performance of the contract, Contractor/subcontractor shall comply with the following: **107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:**
    - (A) Prior to occupying the property, Contractor shall provide written notification as to the number and location of all properties to be used. The notification shall specify in detail how Contractor proposes to use each property and how he proposes to comply with (B) through (D) below. Also, Contractor shall provide a statement, signed by the property owner(s), which gives Contractor permission to use the property.
    - (B) The property(s) shall be adequately maintained to control dust, mud, trash and other pollutants from leaving the property. (C) Work on the property(s) shall be scheduled so as to comply with the Agency Noise Ordinance. (D) Use of the property(s) such as location of stored materials, service of equipment, etc., shall be conducted to minimize impact on adjacent properties. (E) Contractor shall leave the property in a condition, as determined by the Project Manager, equivalent to that which existed prior to entry. In no case shall any use cause, or allow to remain, any negative impact to adjoining properties or right-of-way unless such impact existed prior to Contractors' use.
    - (F) Contractor shall obtain a written release signed and dated from each property owner after completion of use. Each release shall state that, at the time of signing, the owner accepts the property in its present condition from Contractor and relieves Contractor and the Agency from any or all claims for the use or damage to said property. A copy of each release shall be submitted to the Project Manager. (G) This Subsection also applies to all levels of subcontractors who will need to obtain marshaling yards for the project, which will be separate from that of



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Contractor. It will be the responsibility of Contractor to obtain copies of the various documents from the subcontractors, as required above, and provide them to the Project Manager.

- VI. Access:** 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. Contractor shall restore the access as soon as possible and safe. If the primary access cannot be restored in a timely manner, Contractor shall provide an alternative which shall be pre-approved by the Project Manager and provided to the residents prior to imposing any restrictions. Local street restrictions shall facilitate local area traffic circulation.

Access shall be maintained to adjacent businesses at all times during their hours of operation. Properties having multiple points 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 approved by the Project Manager and coordinated with the affected business at least 48 hours prior to imposition.

Contractor shall ensure that all sidewalks, pedestrian-walking areas, whether paved or unpaved, are maintained open and safely usable at all times.

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

Contractor shall ensure access for Solid Waste collection services in work zones throughout the project area by relocating trash containers or by coordinating alternative collection service with the Project Manager and the Solid Waste Division of the City Public Works Department.



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**A. Additional Information for Bidders:**

- 1) Quality Assurance/Quality Control: (who is responsible: City of Peoria)
- 2) Public Information/Outreach: (who is responsible: Contractor)
- 3) Unit prices shall be inclusive of all materials, labor, bonds, insurance, and profit.

**B. Bid Documents:** The following documents pertaining to this solicitation are available for download from the City of Peoria's Purchasing Portal (Bonfire):

- **Bid Table (to be completed by bidder)**

**C. Questions:** All questions regarding the solicitation should be sent in writing to the designated purchasing agent via email or through Messages/Opportunity Q&A on the City of Peoria's Purchasing Portal (Bonfire).

The designated purchasing agent for this solicitation is:

Drew Ashmun, Contract Officer  
Phone: (623) 773-7116  
Email: drew.ashmun@peoriaaz.gov

All questions must be submitted no later than the date and time indicated on the City of Peoria's Purchasing Portal (Bonfire).

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

- D. Bid Due Date and Time:** Bids are due no later than **2:00pm (Arizona Time)** on October 12, 2021, unless the solicitation is otherwise extended or cancelled via formal Solicitation Amendment.
- E. Bid Submittal Instructions:** Bids shall be submitted online through the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Bids submitted elsewhere or under the wrong solicitation will not be considered.
- F. Solicitation Amendments:** Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their bid. The City will not be held responsible if a bidder fails to receive any amendments issued.  
*The City shall not be responsible for any oral changes to the specifications made by any employee or officer of the City and interested parties are cautioned not to rely on any such changes.*

## **Pricing/Bid Submittal**

**P22-0011 Utility Cuts - Asphalt and Concrete Patches Winning Bid**

**Gonzalez Asphalt Inc.**

\$ 621,044.5

46

\$ 621,044.5

#	Items	Unit	Quantity Required	Unit Price	Total Cost
<b>1</b>					
#1-1	Saw cut and remove asphalt pavement (Up to 3" depth)	SF	25000	\$2.75	\$68,750.00
#1-2	Saw cut and remove additional depth of asphalt pavement (Additional cost per inch over 3" depth)	SF	12500	\$0.75	\$9,375.00
#1-3	Installation of new City Of Phoenix 1/2" AC (Up to 3 inch depth) Mag 321, MAG 336	SF	2500	\$3.75	\$9,375.00
#1-4	Installation of new additional depth of City Of Phoenix 1/2" AC (Additional cost per inch over 3 inch depth)	SF	1000	\$0.75	\$750.00
#1-5	Installation of new City of Phoenix C 3/4" AC (Up to 3 inch depth) City of Phoenix C 3/4	SF	23000	\$3.75	\$86,250.00
#1-6	Installation of new additional depth of City of Phoenix C 3/4" AC (Additional cost per inch over 3 inch depth)	SF	11000	\$0.75	\$8,250.00
#1-7	Pavement milling & Asphalt Overlay (City of Phoenix C 3/4 AC), less than 500 SF. Mag 317, MAG 321, MAG 326 (3 Inch Depth)	SF	5000	\$5.25	\$26,250.00
#1-8	Pavement milling & Asphalt Overlay ( City of Phoenix C 3/4 AC), greater than 500 SF. All pavement cut areas must apply crack seal between new pavement and existing pavement.	SF	20000	\$4.25	\$85,000.00
#1-9		LF	20000	\$0.75	\$15,000.00
<b>2</b>					
#2-1	Remove and replace curb and gutter	LF	500	\$32	\$16,000.00
#2-2	Remove and replace concrete sidewalk	SF	4000	\$6.60	\$26,400.00
#2-3	Remove and replace driveway up to 6" depth	SF	1500	\$8.80	\$13,200.00
#2-4	Remove and replace additional depth of concrete driveway (Additional cost per inch over 6" depth)	SF	500	\$1.50	\$750.00
#2-5	Remove Existing Curb Ramp and Install New Curb Ramp (Mag 236 1-5, MAG 237 1-3). Modify per location as required	SF	1500	\$15	\$22,500.00

#2-6	Remove misc. slab concrete - up to 6" depth	SF	1000	\$3.05	\$3,050.00
#2-7	Remove additional depth of misc. concrete slab (Additional cost per inch over 6" depth)	SF	1000	\$1	\$1,000.00
#2-8	New concrete curb & gutter (MAG 220 - 1, A, B,C)	LF	640	\$23.75	\$15,200.00
#2-9	New Sidewalk - up to 5" depth	SF	1040	\$6.40	\$6,656.00
#2-10	New Driveway - up to 6" depth	SF	500	\$8.25	\$4,125.00
#2-11	New Concrete Driveway - additional depth (Additional cost per inch over 6")	SF	500	\$1	\$500
#2-12	Catch Basin Rehab, remove & replace bottom slab. Rebuild per City of Phoenix Detail P-1569 Type M-1	SF	250	\$15	\$3,750.00
#2-13	Catch Basin Rehab, remove & replace top slab/sidewalk. Rebuild per City of Phoenix Detail P-1569 Type M-1	SF	400	\$15	\$6,000.00
#2-14	Drywell Rehab, remove & replace drywell cover	EA	5	\$410	\$2,050.00
#2-15	Remove & Replace - Storm drain catch basin Access Panel Bolts (MAG Detail 530)	Per Loc.	15	\$95	\$1,425.00
#3-1	Unclassified Excavation	CY	1000	\$6.50	\$6,500.00
#3-2	Tree Root Removal (Over 3" diameter) Import ABC Approved City of Phoenix Supplier	Per Loc.	25	\$500	\$12,500.00
#3-3		CY	500	\$25	\$12,500.00
#3-4	Scarify and Re-compact Existing/imported ABC City of Phoenix Compaction Requirement Table 601-3	SF	2500	\$1.50	\$3,750.00
#3-5	Re-grout mortar joint where brick pavers are adjacent to existing sidewalk	LF	300	\$3.75	\$1,125.00
#3-6	Brick Paver Repair (reuse existing bricks)	SF	500	\$6.50	\$3,250.00
#3-7	Install 1/2 Sack ABC Approved City of Phoenix Supplier	CY	100	\$120	\$12,000.00
#3-8	Install 1/2 sack ABC Approved City of Phoenix Supplier	CY	50	\$120	\$6,000.00
#3-9	Install 1/2 Sack ABC Approved City of Phoenix Supplier	CY	200	\$120	\$24,000.00
#3-10	Install 1/2 Sack ABC Approved City of Phoenix Supplier	CY	500	\$120	\$60,000.00
#3-11	Adjust to grade -24-inch Manhole frame and (reuse existing ring and cover) City of Peoria Detail PE-271	EA	30	\$525	\$15,750.00

#3-12	Adjust to grade –30 -inch Manhole frame and cover (reuse existing ring and cover) City of Peoria Detail PE-271	EA	30	\$525	\$15,750.00
#3-13	Adjust to grade- Valve box and cover (reuse existing box and cover) City of Peoria Detail PE-270	EA	10	\$525	\$5,250.00
#3-14	Re-install survey monument marker (MAG Detail 120 The Arizona State Plane Coordinates System to be used	EA	5	\$525	\$2,625.00
#3-15	Remove/obliterate pavement striping	LF	800	\$3	\$2,400.00
#3-16	RPM Replacement	Each	1	\$8.50	\$8.50
#3-17	Quality Control	Allowance	1	\$500	\$500
#3-18	Traffic control – per City of Phoenix Barricade Manual	Allowance	1	\$500	\$500
#3-19	Minimum Charge per Location (Must be less than or equal to \$1,500.00)	EA	1	\$1,500.00	\$1,500.00
#3-20	Water Permit	Allowance	1	\$1,000.00	\$1,000.00
#3-21	After Hour Plant Open Charge for Emergency Repair Needs	Allowance	1	\$2,000.00	\$2,000.00
#3-22	Dust Permits	Allowance	1	\$530	\$530



# QUESTIONNAIRE

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

1. Company: City of Glendale  
 Contact Name: MARK GIBSON Phone: 623 730 3626  
 Email: mgibson@glendaleAZ.com  
 Project Name: Utility Cut Project for Glendale  
 Project Cost: 5,950,000 (7 YEAR CONTRACT)  
 Project Description: R/R A/C AND CONCRETE ALL INCOMING WORK ORDERS
  
2. Company: NESBITT / city of Peoria Water Project 3/2020  
 Contact Name: DAN NESBITT Phone: 602 339 1261  
 Email: DAN@nesbitts.com  
 Project Name: City of Peoria Water Project 3/2020  
 Project Cost: 234,615<sup>00</sup>  
 Project Description: ASPHALT CRACK REPAIR, MILL AND OVERLAY ASPHALT
  
3. Company: VIA SUN CORP  
 Contact Name: MICHAEL MONAGHAN Phone: 602 501 5847  
 Email: MMONAGHAN@TRISTAR-AZ.COM  
 Project Name: City of Phoenix Water Project  
 Project Cost: 190,396<sup>00</sup>  
 Project Description: EMERGENCY WATER REPAIR OF ASPHALT AFTER WATER LINE REPAIR PATCH, MILL AND OVERLAY ASPHALT



**Contractors License/Bid Bond**

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]



Gonzalez Asphalt Inc  
3001 W Lincoln St  
Phoenix, AZ 85009

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THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT February 28, 2023



Gonzalez Asphalt Inc  
CONTRACTORS LICENSE NO. ROC 283318 CLASS A

General Commercial  
General Engineering  
THIS CARD MUST BE  
PRESENTED UPON DEMAND

*[Signature]*  
JEFF FLEETHAM, DIRECTOR

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*[Signature]*  
JEFF FLEETHAM, DIRECTOR



# BID BOND

Solicitation Number: P22-0011

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-8580  
Phone: (623) 773-7115  
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Gonzalez Asphalt, Inc.  
(hereinafter called Principal), as Principal, and Ohio Casualty Insurance Company  
State of NH, a corporation organized and existing under the laws of the  
Boston, MA 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 Oblige) in the penal sum of Ten Percent (10%) of Bid  
Amount, Ten Percent of Bid Amount (Dollars) (\$ -----10%-----) 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: **P22-0011**  
**Utility Cut - Asphalt and Concrete Patches**

NOW THEREFORE, if the Oblige shall accept the proposal of the Principal and the Principal shall enter into a  
contract with the Oblige 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 Oblige 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 Oblige 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 12th day of October 2021

Gonzalez Asphalt, Inc.  
Principal Seal

BY: [Signature]

Ohio Casualty Insurance Company  
Surety Seal

BY: [Signature]  
Roman E Ruiz, Attorney In Fact  
DEWCO, LLC  
Agency of Record



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198063-984474

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Roman L. Ruiz; Deborah E. Williams

all of the city of Mesa state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seats of the Companies have been affixed thereto this 29th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 29th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of October, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Gonzalez Asphalt, Inc.**

**EXHIBIT B  
Scope of Work**

**PROJECT**

This project will be for miscellaneous concrete and asphalt repairs throughout the City of Glendale. Work orders will come from water services and transportation departments and will consist of minor asphalt repairs, ADA ramps, sidewalks, curb and gutter, etc.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Gonzalez Asphalt, Inc.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment and amount of compensation is provided in the City of Peoria Utility Cuts - Asphalt and Concrete Patches (on call) Contract, Contract No. ACON28721

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$850,000 annually or \$3,400,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Compensation will be based on fixed rates in Exhibit B.