

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VIASUN CORPORATION
FOR CONCRETE REPAIR & MAINTENANCE SERVICES**

This Linking Agreement ("Agreement") is entered into as of this day of , 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and ViaSun Corporation, an Arizona corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 15, 2022,, the City of Peoria, a member of the S.A.V.E Cooperative Purchasing consortium, entered into a contract with Contractor to purchase the goods and services described in the Concrete Repair & Maintenance Services Contract No. ACON 28822, ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City's Procurement Code permits the Finance Director 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 Finance Director 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

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.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was September 15, 2022, until the date the contract terminates on September 19, 2026, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond September 14, 2027. The initial period of this Agreement is the period from the Effective Date of this Agreement until September 19, 2026.
- B. The City may extend the term of this Agreement for one additional year if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 two hundred thirty thousand dollars (\$230,000) for the entire term of the Agreement (initial term plus any extensions).
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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. 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.
11. 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 Sam Chiovari, Parks Superintendent
6210 W. Myrtle Ave, Building B
Glendale, AZ 85301
schiovari@glendaleaz.gov
623-930-2561

and

ViaSun Corporation
Matt Campbell, Vice President/Director
3621 E. Superior Ave
Phoenix, AZ 85040
Matt@viasuncorp.com
602-768-0620

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Patrick S. Banger
City Manager

"Contractor"

ViaSun Corporation,
an Arizona corporation

By: _____

Name: Matt Campbell
Title: Vice President/Director

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
VIASUN CORPORATION
FOR CONCRETE REPAIR & MAINTENANCE SERVICE**

**EXHIBIT A
CITY OF PEORIA CONTRACT NO. ACON 28822**



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No.:	P23-0008	Bid Due Date: 08.17.2022
Capital Project No.:	N/A	Bid Due Time: 2:00 P.M. AZ Time
Materials and/or Services:	Concrete Repair & Maintenance Services	Purchasing Agent: Drew Ashmun

Contact Phone: (623) 773-7116

Contact Email: Drew.ashmun@peoriaaz.gov

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:

Name:

Matt Campbell
Viason Corporation

Company Name

3621 E. Sunnyside Ave

Address

Phoenix

City

AZ

State

85040

Zip

Telephone:

602-768-0620

Fax:

Email:

Matt.Campbell@viasoncorp.com

Authorized Signature for Offer

Matt Campbell

Printed Name

VP Director

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:

Jill A. Boltz for

Lori Dyckman, City Clerk

City of Peoria, Arizona

Effective Date: 9/20/22

Approved as to form:

Michael Dynes for

Vanessa P. Hickman, City Attorney

CC:

ACON 28822

Contract Number

Contract Awarded Date: 9/19/22



City Seal

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Official File

Christine Finney

Christine Finney, Materials Manager



City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

CONTRACT DETAILS

☒ New Contract	☐ Amendment	☐ Extension	☐ Other: _____
Purchasing Job Number: P23-0008		Buyer Name: Drew Ashmun	
Vendor / Contractor: ViaSun Corporation			
Contract Description: Concrete Repair & Maintenance Services			
Scope/Change Description: _____			
Start Date: 09.15.2022	End Date: 09.14.2024	Term Contract? ☐ No ☒ Yes	Final Expiration: 09.14.2027

FINANCIAL DETAILS

City Department: Public Works/Streets	Department Rep: Mike Jones/Jaime Padron
Budget Account #: _____	CIP#: N/A
A. This document amount:	\$ 0.00
B. Total of all previous executed amounts for this contract:	\$ _____
C. Total Contract Amount:	\$ _____

APPROVALS

Council Approval Required?: ☒ No ☐ Yes:	Council Date: _____
City Manager Signature Required? ☒ No ☐ Yes	
Risk Management Approval Required? ☒ No ☐ Yes:	Risk Mgmt Signature: _____

SPECIAL INSTRUCTIONS

CONTRACT NUMBER

ACON 28822

MATERIALS MANAGER APPROVAL

Christine Jimmy



SOLICITATION AMENDMENT

Solicitation Number: P23-0008

Page 1 of 2

Description/Service: Concrete Repair & Maintenance Services

Solicitation Due Date: 08.17.2022

Solicitation Due Time: 2:00 PM (AZ Time)

Amendment Number: One (1)

Issue Date: 08.10.2022

Materials Management Procurement

9875 N. 85th Ave., 2nd 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:

There were several questions asked which resulted in the following changes to the bid table:

1. Item #2-29 Remove & Replace Frame & Grate and Top 6" of Concrete Catch Basin (City of Phoenix Detail P1569-1, Type M) 1-10 EA – The unit of measure has been changed so Square Feet and the quantity required has been changed to 250
2. Item #2-30 Remove & Replace Frame & Grate and Top 6" of Concrete Catch Basin (City of Phoenix Detail P1569-1, Type M) 11-25 EA – The unit of measure has been changed so Square Feet and the quantity required has been changed to 400
3. Item #2-28 Remove & Install ADA Truncated Domes (MAG Detail 234) unit of measure has been changed from EA to SF and the quantity required has been changed to 10.

In Addition:

1. Builders Risk Insurance is not necessary for this contract.
2. The entire Q&A with answers immediately follows this solicitation amendment.

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

Vendor hereby acknowledges receipt and agreement with the amendment

Signature

Date

Printed Name

Title

Company Name



CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(This cover sheet is for internal City routing only and is not a part of contract)

CONTRACT DETAILS

☐ New Contract	☐ Amendment	☒ Extension	☐ Other: _____
Purchasing Job Number: P23-0008		Buyer Name: Drew Ashmun / SR	
Vendor / Contractor: ViaSun Corporation			
Contract Title: Concrete Repair & Maintenance Services			
Description: Standard extension of services (2/3)			
Contract Type: ☐ One Time ☒ Term		Initial Term: 2022 - 2024 (2 years)	Remaining Term: 2025 - 2027 (1 year)

FINANCIAL DETAILS

City Department: Public Works	Department Rep: Patrick McMurray
Budget Account #: _____	CIP#: _____
A. This document amount:	\$ 0.00
B. Total of all previous executed amounts for this contract:	\$ _____
C. Total Contract Amount:	\$ _____

APPROVALS

Council Approval Required?: ☒ No ☐ Yes:	Council Date: _____
Special Instructions: Master Contract:	
https://peoriaaz.bonfirehub.com/contracts/125910/documents	
(Copy and Paste URL into Browser)	
Department Manager: _____	Risk Manager: _____
Department Director: <u>Rhonda Hummel</u>	City Manager: _____
Deputy City Manager: _____	City Attorney: <u>Brad K. Keogh for</u>
Materials Manager: <u>Christine Finney</u>	City Clerk: <u>Agnes Goodwine</u>

CONTRACT NUMBER: ACON28822B REFERENCE DOCUMENT(S): See URL Above



CONTRACT AMENDMENT

Solicitation No: P23-0008

Page 1 of 1

Description: Concrete Repair & Maintenance Services

Amendment No: Two (2)

Date: 07.28.2025

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

Buyer: Drew Ashmun / SR

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on September 19, 2025, and is hereby extended.

The New Contract Term is: **September 20, 2025 to September 19, 2026.**

A copy of the current or renewal Certificate of Insurance must be provided at the time of extension signature.

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

Signature

08/27/2025

Date

Matt Campbell,
VP/ Director

Typed Name and Title

ViaSun Corporation

Company Name

3621 E. Superior Ave

Address

Phoenix

City

AZ

State

85040

Zip

Attested by:

Agnes Goodwine, City Clerk

CC Number

ACON28822B

Contract Number



City Seal
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City of Peoria, Arizona

Director: Rhonda Humbles, Public Works Director

Department Rep: Patrick McMurray, Public Works Ops
Manager

Approved as to Form:

Emily Jurmu, City Attorney

The above referenced Contract Amendment is hereby
Executed:

09/08/2025

at Peoria, Arizona

Christine Finney, Materials Manager



CONTRACT AMENDMENT

Solicitation No: P23-0008

Page 1 of 6

Description: Concrete Repair & Maintenance Services

Amendment No: Three (3)

Date: 09/16/25

Materials Management Procurement

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

Buyer: Drew Ashmun / SR

This contract shall be amended as follows: Due to the volatile market, an increase in cost in various areas is necessary. The pricing sheet attached to this amendment shall replace the existing pricing sheet.

A copy of the current or renewal Certificate of Insurance must be provided at the time of extension signature.

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

9/17/25 07:07 MST

Matt Campbell,
VP/ Director

ViaSun Corporation

Signature

Date

Typed Name and Title

Company Name

3621 E. Superior Ave

Phoenix

AZ

85040

Address

City

State

Zip

Attested by:

Agnes Goodwine, City Clerk



CC Number

ACON28822C

Contract Number

City Seal
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City of Peoria, Arizona

Director: Rhonda Humbles, Public Works Director

Department Rep: Patrick McMurray, Public Works Ops
Manager

Approved as to Form:

Emily Jurmu, City Attorney

The above referenced Contract Amendment is hereby
Executed:

9/22/25 09:40 MST at Peoria, Arizona

Christine Finney, Materials Manager

#	Item	Quantity Required	Unit of Measure	Current Rate	Proposed Rate
#1-1	Remove Curb & Gutter 1-50 LF	1	LF	\$ 15.44	\$ 18.22
#1-2	Remove Curb & Gutter 51-100 LF	1	LF	\$ 10.27	\$ 12.12
#1-3	Remove Curb & Gutter 101+ LF	1	LF	\$ 8.03	\$ 9.48
#1-4	Remove Sidewalk 1-25 SF	1	SF	\$ 6.38	\$ 7.53
#1-5	Remove Sidewalk 26-200 SF	1	SF	\$ 4.36	\$ 5.14
#1-6	Remove Sidewalk 201+ SF	1	SF	\$ 3.41	\$ 4.02
#1-7	Remove Valley Gutter, Driveway & Apron 1-25 SF	1	SF	\$ 6.25	\$ 7.38
#1-8	Remove Valley Gutter, Driveway & Apron 26-200 SF	1	SF	\$ 4.16	\$ 4.91
#1-9	Remove Valley Gutter, Driveway & Apron 201+ SF	1	SF	\$ 3.25	\$ 3.84
#1-10	Remove AC Pavement – 6" depth 1-25 SF	1	SF	\$ 4.13	\$ 4.87
#1-11	Remove AC Pavement – 6" depth 26-200 SF	1	SF	\$ 2.74	\$ 3.23
#1-12	Remove AC Pavement – 6" depth 201+ SF	1	SF	\$ 2.15	\$ 2.54

#2-1	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A) 1-50 LF	1	LF	\$ 32.81	\$ 39.37
#2-2	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A) 21-100 LF	1	LF	\$ 21.82	\$ 26.18
#2-3	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A) 101+ LF	1	LF	\$ 17.06	\$ 20.47
#2-4	Construct Roll Curb (MAG Detail 220C) 1-50 LF	1	LF	\$ 31.56	\$ 37.87
#2-5	Construct Roll Curb (MAG Detail 220C) 51-100 LF	1	LF	\$ 20.90	\$ 25.08

#2-6	Construct Roll Curb (MAG Detail 220C) 101+ LF	1	LF	\$ 16.41	\$ 19.69
#2-7	Construct Ribbon Curb (MAG Detail 220B) 1-50 LF	1	LF	\$ 22.94	\$ 27.53
#2-8	Construct Ribbon Curb (MAG Detail 220B) 51-100 LF	1	LF	\$ 15.25	\$ 18.30
#2-9	Construct Ribbon Curb (MAG Detail 220B) 101+ LF	1	LF	\$ 11.93	\$ 14.32
#2-10	Construct Sidewalk (5' W x 4" Thick) 1-25 SF	1	SF	\$ 6.56	\$ 7.87
#2-11	Construct Sidewalk (5' W x 4" Thick) 25-200 SF	1	SF	\$ 4.36	\$ 5.23
#2-12	Construct Sidewalk (5' W x 4" Thick) 201+ SF	1	SF	\$ 3.41	\$ 4.09
#2-13	Construct Concrete Multi-Use Path (10'W x 4" Thick) 1-25 SF	1	SF	\$ 7.56	\$ 9.07
#2-14	Construct Concrete Multi-Use Path (10'W x 4" Thick) 25-200 SF	1	SF	\$ 5.03	\$ 6.04
#2-15	Construct Concrete Multi-Use Path (10'W x 4" Thick) 201+ SF	1	SF	\$ 3.93	\$ 4.72
#2-16	Construct Valley Gutter & Apron, per MAG Detail 240 (1-25 SF)	1	SF	\$ 9.95	\$ 11.49
#2-17	Construct Valley Gutter & Apron, per MAG Detail 240 (25-200 SF)	1	SF	\$ 19.13	\$ 21.00
#2-18	Construct Valley Gutter & Apron, per MAG Detail 240 (201 +SF)	1	SF	\$ 12.72	\$ 15.00
#2-19	Construct Handrail (Safety Rail), per MAG Detail 145 & Specifications 520 (1-25 LF)	1	LF	\$ 105.00	\$ 105.00
#2-20	Construct Handrail (Safety Rail), per MAG Detail 145 & Specifications 520 (26-50 LF)	1	LF	\$ 95.00	\$ 95.00
#2-21	Construct Handrail (Safety Rail), per MAG Detail 145 & Specifications 520 (51-100 LF)	1	LF	\$ 75.00	\$ 75.00
#2-22	Replace AC Pavement – 6" depth 1-25 SF	1	SF	\$ 18.56	\$ 22.27

#2-23	Replace AC Pavement – 6” depth 26-200 SF	1	SF	\$ 12.34	\$ 14.81
#2-24	Replace AC Pavement – 6” depth 201+ SF	1	SF	\$ 9.65	\$ 11.58
#2-25	Remove Sidewalk Curb & Gutter and Construct Handicap Ramp with Truncated Domes, per MAG Detail 236 – 1,2,3,4 & 5 and 237 – 1, 2, & 3 SINGLE RAMP	1	EA	\$ 7,500.00	\$ 7,500.00
#2-26	Remove Sidewalk Curb & Gutter and Construct Handicap Ramp with Truncated Domes, per MAG Detail 236 – 1,2,3,4 & 5 and 237 – 1, 2, & 3 DUAL RAMP	1	EA	\$ 9,000.00	\$ 9,000.00
#2-27	Remove Sidewalk Curb & Gutter and Construct Mid-Block Handicap Ramp with Truncated Domes, per MAG Detail 238 - 1,2,3 & 4	1	EA	\$ 3,200.00	\$ 3,200.00
#2-28	Remove & Install ADA Truncated Domes (MAG Detail 234)	1	SF	\$ 250.00	\$ 250.00
#2-29	Remove & Replace Frame & Grate and Top 6” of Concrete of Catch Basin (City of Phoenix Detail P-1569-1, Type M)	1	SF	\$ 45.00	\$ 54.00
#2-30	Remove & Replace Frame & Grate and Top 6” of Concrete of Catch Basin (City of Phoenix Detail P-1569-1, Type M)	1	SF	\$ 35.00	\$ 42.00
#2-31	Adjust Valve Riser and Remove & Replace Concrete Ring around Valve (City of Peoria Detail PE-270) 1-10 EA	1	EA	\$ 550.00	\$ 650.00
#2-32	Adjust Valve Riser and Remove & Replace Concrete Ring around Valve (City of Peoria Detail PE-270) 11-50 EA	1	EA	\$ 450.00	\$ 450.00
#2-33	Adjust Manhole & Replace Concrete Ring around Manhole (City of Peoria Detail PE-271) 1-10 EA	1	EA	\$ 695.00	\$ 750.00
#2-34	Adjust Manhole & Replace Concrete Ring around Manhole (City of Peoria Detail PE-271) 11-50 EA	1	EA	\$ 595.00	\$ 595.00
#2-35	Asphalt Saw Cutting – 6” depth 1-25 LF	1	LF	\$ 3.20	\$ 3.78
#2-36	Asphalt Saw Cutting – 6” depth 26-200 LF	1	LF	\$ 2.13	\$ 2.51

#2-37	Asphalt Saw Cutting – 6” depth 201-500 LF	1	LF	\$ 1.66	\$ 1.66
#2-38	Asphalt Saw Cutting – 6” depth 501-1000 LF	1	LF	\$ 1.33	\$ 1.33
#2-39	½ Sack Slurry Backfill (Controlled Low Strength Material) 1-50 CY	1	CY	\$ 250.11	\$ 250.11
#2-40	½ Sack Slurry Backfill (Controlled Low Strength Material) 51-200 CY	1	CY	\$ 55.00	\$ 55.00
#2-41	½ Sack Slurry Backfill (Controlled Low Strength Material) 201-500 CY	1	CY	\$ 35.00	\$ 35.00
#2-42	½ Sack Slurry Backfill (Controlled Low Strength Material) 501-1000 CY	1	CY	\$ 25.00	\$ 25.00
#2-43	Remove & Replace Commercial Driveway, per MAG Detail 250-1, 250-2, 251 (500-1000 SF)	1	SF	\$ 19.25	\$ 19.25
#2-44	Remove & Replace Residential Driveway, per MAG Detail 250-1, 250-2, 251 (1-250 SF)	1	SF	\$ 14.71	\$ 17.65
#2-45	Remove & Replace Residential Driveway, per MAG Detail 250-1, 250-2, 251 (251-500 SF)	1	SF	\$ 14.71	\$ 17.65
#2-46	Furnish & Install 4” Bollard Post, per MAG Detail 140	1	EA	\$ 468.75	\$ 562.50
#2-47	Interlocking Concrete Pavers, per MAG Detail 225 (1-25 SF)	1	SF	\$ 30.81	\$ 36.97
#2-48	Interlocking Concrete Pavers, per MAG Detail 225 (26-200 SF)	1	SF	\$ 25.49	\$ 25.49
#2-49	Concrete Saw Cutting – 1” to 9” depth 1-50 LF	1	LF	\$ 6.56	\$ 6.56
#2-50	Concrete Saw Cutting – 1” to 9” depth 51-100 LF	1	LF	\$ 4.36	\$ 4.36
#2-51	Concrete Saw Cutting – 1” to 9” depth 101+ LF	1	LF	\$ 3.41	\$ 3.41
#2-52	Lower Valve Riser 1-10 EA	1	EA	\$ 200.00	\$ 240.00
#2-53	Lower Valve Riser 11-50 EA	1	EA	\$ 100.00	\$ 100.00

#2-54	Lower Manhole 1-10 EA	1	EA	\$ 350.00	\$ 420.00
#2-55	Lower Manhole 11-50 EA	1	EA	\$ 250.00	\$ 250.00

Q&A #1 P23-0008 Concrete Repair & Maintenance Services

1. Will a bid bond be required?
 - a. **No**
2. How will traffic control be paid? If it is being reimbursed based on invoices will tax and bond be allowed to be added to the invoice?
 - a. **Traffic control paid at cost, Tax and bond will be added to invoice**
3. Is sales tax to be included in the unit prices or will it be added to each invoice as a separate line item?
 - a. **Added to each invoice**
4. Does the price for installation of handicap ramps include the 2' asphalt patch, or will it be paid as a separate line item?
 - a. **Separate item**
5. Reference to MAG Section 520 – MAG detail 145 specifies that handrails shall be 1.90" O.D. steel. Aluminum is not approved. Will aluminum handrails be utilized?
 - a. **No aluminum handrails, only steel**
6. COP Detail 1569-1, Type M can have wing lengths from 0' to 17'. How should we bid this item considering the wing size is unknown? May I suggest changing the unit to per S.F.?
 - a. **Change to S.F.**
7. Bid item 2-28 calls for the removal and installation of ADA Truncated Domes with a unit of 1 ea. How many square feet should I assume are in 1 ea. since ramps can have varying quantities? May I suggest changing the unit to per S.F.?
 - a. **Change to S.F.**
8. Will broken valve boxes found during valve box adjustment be supplied by the City?
 - a. **Yes**
9. What is the spec for the installation of interlocking pavers? What pavers need to be used, what is the base material, how thick does the base material need to be, does this item include concrete ribbon around the pavers?
 - a. **Return in kind, no new construction. Refer to MAG detail 225**
10. Concrete saw cutting states 6" deep in the scope of work but 9" deep on the bid schedule. Which is correct?
 - a. **1 to 9 inch depth**
11. Lower Valve Riser & Lower Manhole states that these items are to be lowered in paved areas to be milled. Are we to assume that this contract will be used to lower and raise manholes and water valves in conjunction with milling and paving projects?
 - a. **It is a maintenance contract and the intent is for maintenance work only. No mill projects**
12. Page 16 of 31, item 3; Is it sixty or (90) days?
 - a. **In special terms and conditions its states 60 days**
13. Item 20d – is builders risk actually necessary for this contract?
 - a. **No, an amendment will be released explaining this.**
14. Item 25 – Is sales tax to be included in the line items, or is it invoiced separately?
 - a. **Invoiced separately**
15. I saw no mention of quality control and need to know if we are to include the testing costs in our line items.
 - a. **City will be responsible for testing**
16. Another question – no bid bond?
 - a. **A bid bond is not necessary, however performance bonds for each project will.**



SOLICITATION AMENDMENT

Solicitation Number: P23-0008

Page 1 of 1

Description/Service: Concrete Repair & Maintenance Services

Solicitation Due Date: 08.22.2022

Solicitation Due Time: 2:00 PM (AZ Time)

Amendment Number: Two (2)

Issue Date: 08.17.2022

Materials Management Procurement

9875 N. 85th Ave., 2nd 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:

There were several questions asked which resulted in the following changes to the bid table:

1. This solicitation due date shall be extended from Wednesday August 17, 2022 at 2:00 PM AZ time to Monday August 22, 2022 at 2:00 PM AZ Time.
2. The bid opening will now take place Monday August 22, 2022 at 2:00 PM AZ Time Via GoToWebinar – The Pre-Registration Link remains the same and is <https://attendee.gotowebinar.com/register/2038761064362191886>

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

Vendor hereby acknowledges receipt and agreement with the amendment

Signature

Date

Printed Name

Title

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

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
 - 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).



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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.
- 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.
- 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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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Concrete Repair & Maintenance Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **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 (90) days after the opening time and date.
4. **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.
5. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
6. **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.
7. **Contract Type:** Term with Justifiable Price Adjustment Allowed Definite Quantity
8. **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.
9. **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.
10. **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.
11. **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.
12. **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)**



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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.

13. **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.

14. **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.

15. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor’s acts, errors, misconduct, negligence, omissions and intentional acts.

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.

16. **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.

17. **Liquidated Damages:** Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be in per MAG Specs., Section 108.9.



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- 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.

18. **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.

19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and 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.

20. **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



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products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

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

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

d. 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.



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

21. **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.

22. **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.

23. **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.

24. **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 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.

25. **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: $\$1,000.00 \times .65 = \$650.00$

- b. 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.

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

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

27. **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



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defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

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

28. **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).

- a. 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.

- b. 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. PURPOSE

The City of Peoria intends to establish a service contract for on-call, as-needed Concrete Maintenance & Repair services in all City of Peoria right of ways, for the Public Works Department, Streets Division.

The Streets Division intends to enter into an on-call contract with an experienced and qualified General Commercial Contractor to complete concrete projects in the repair and maintenance of City of Peoria infrastructure.

The Contractor will execute various projects including, but not limited to the construction, renovation, installation and/or replacement of concrete structures and surfaces such as sidewalks, ADA compliant handicap ramps, curbs, bollards, commercial and residential driveways and curbs, alley entrances, adjustment of valve risers, removal and replacement of concrete rings around valves, adjustment of manholes and replacement of concrete rings around manholes.

Such projects may include incidental services as pruning of landscape, relocation and removal of trees and other plant materials, removal and replacement of trench backfill, repair/restoration of landscape and irrigation systems, placement of decomposed granite/rock, application of pre-emergents, fence and handrail installation, repairs and replacement, modification and repair of block walls and brick pavers.

The Contractor will supply all labor, permits, equipment and materials necessary to execute the projects.

II. MINIMUM CONTRACTOR QUALIFICATIONS

- The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
- The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses, certifications and permits required in connection with the completion of the required services herein.
- The Contractor shall have been conducting business within the Phoenix Metropolitan area for a minimum of two (2) consecutive years.
- The Contractor's place of business must be physically located in the Phoenix metropolitan area and must have and maintain full time Company representation located in the Phoenix metropolitan area, with the ability and authority to address any issues that may develop.
- The Contractor may not subcontract any segment or services covered herein, without prior approval. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

III. CONTRACTOR RESPONSIBILITIES

- The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in the Scope of Work within 15-business days, Monday – Friday, excluding capital improvement projects.
- The Contractor shall be responsible for traffic control and shall supply all necessary traffic barricades, lights, signs, and cones to safely regulate traffic as specified herein.



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- All products and equipment utilized by the Contractor for performance of work under the scope of this contract shall be maintained in a safe operating condition and meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations.
- The Contractor shall provide a roster of employees which will be performing work under the scope of this contract, for the life of the contract. Contractor shall be required to update roster monthly to notify the City of all changes made in personnel.
- The Contractor shall provide the primary point of contact information, including cellular phone, and off-duty hours phone numbers.
- The Contractor agrees to assume full responsibility for performing the work in compliance with the terms and conditions of all applicable sections of the Maricopa Association of Governments (MAG) the City of Peoria Supplemental Standard Details and Specifications, the City of Phoenix Traffic Barricade Manual and all latest revisions of those documents.
- The Contractor shall report immediately any variance from the performance required by the terms and conditions of the Contract.

IV. PUBLIC INFORMATION

The Contractor shall notify all residents, apartment managers, and businesses by handbill that has been approved by the City's Public Works Streets Operations Manager 48 hours in advance of any street restriction that will affect access to their property or place of business and any removal of landscape or irrigation system. The handbill will include the month (non-numeric), dates expected for the restrictions and the contractor's office phone number.

For Monday work, the notice shall be distributed the proceeding Thursday. For Tuesday work, the notice may be distributed the proceeding Friday.

The Contractor will leave a notice at the residence immediately adjacent to the assigned repair. This notice will explain the contract work being performed for the City and that any complaints should be directed to the Contractor. If the Contractor is unable to resolve the problem, the citizen should be referred to the City of Peoria Streets Superintendent or designee.

V. MATERIALS

- All materials and procedures under this Contract shall meet the MAG specifications, as amended by City of Peoria supplemental specifications or by City of Phoenix supplemental specifications for the specific applications required.
- Relating to the execution of this Contract including, but not limited to the application of product and the storage, reclamation, treatment, recycling, and/or disposal of materials, the Contractor shall comply with all applicable laws, regulations and ordinances. The Contractor shall also comply with the requirements of all governmental authorities with respect to any permits, licenses, and approval required for performance of this Contract. Furthermore, the Contractor agrees to incorporate and adhere to the use of best management practices in any actions affecting his performance under the law, regulations, and requirements in effect during the term of this Contract. Upon request, the Contractor shall promptly certify such compliance to the City in such form and at such times as may be required.

Cost Plus Percentage



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VI. PREPARATION AND CLEAN UP

The Contractor shall remove all loose debris and other materials not incorporated in the work from the site for proper disposal. All cleanup, restoration, repair or replacement of public and private property will be the responsibility of the prime contractor. Restoration and repair includes, but is not limited to, damaged concrete, walls, repair of underground and above ground utilities, sprinkler systems, lighting systems, etc. Restoration/repairs of damaged property shall be complete and accepted by the City to constitute task phase completion.

VII. SCOPE OF WORK

- Repair locations include but are not limited to streets, residential areas, parking lots and alleys.
- Services will be provided on an as-needed basis. The City does not guarantee a minimum or maximum amount of services.
- Subgrade preparation and disposal of excess material is an incidental to all line items and not a separate pay item.
- Asphalt patching services shall be completed within five (5) days after concrete placement. Asphalt services under this contract can only be used as a direct result of concrete work. No individual asphalt patching services will be allowed under this contract.
- A daily tabulation of material quantities will be agreed upon between the Contractor and the City Public Works Inspector.
- When subgrade removal is required, the contractor must first call Arizona 811 at 602-263-1100 for locating of utilities. The contractor shall determine the depth of all underground utilities within the work area before excavation is started.
- The contractor, in the case of drainage corrections, shall determine existing elevations and required elevations needed to facilitate positive drainage. Survey to establish elevations shall be considered incidental to the work and is not a separate pay item.
- Drainage corrections and repairs shall be accomplished under, but not limited to the specifications outlined in MAG sections 301 and 306, unless otherwise modified by the City.
- Survey monuments that are disturbed in the course of the work will be reset by the contractor according to MAG Detail 120-1, latest revision.

VIII. PRICING

- Unit prices shall include full compensation for furnishing all materials, labor, tools, equipment, transportation, subcontractor costs and any incidentals required for the Contractor to provide the requested services.
- Quantities of materials for this work will be paid for under the appropriate schedule at the applicable contract price per unit of measurement designated (SQUARE FEET, LINEAR FEET, CUBIC YARD, HOUR, EACH, LUMP SUM, with no allowance for waste. As applicable, adjustments will be reimbursed at the unit price indicated for each service.
- Bid table to be completed within Bonfire.
- **Due to Bonfire limitations please see the Item description on the Bid Table for the exact quantities asked for. Ex. Item 1-1 Remove Curb & Gutter shows 50 LF however; in the description, the specific quantity asked for is 1-50 LF.**
- **Fill in the following:**
 - Line items not included in Bonfire shall be offered at Cost plus 12 %.
- Payment will be made after completion and acceptance of each task phase and upon receipt of approved invoices.
- Invoices shall be received within 30 days of work complete date. Backup documentation to support traffic control and other costs shown on the invoice shall be submitted with every invoice.



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IX. REMOVALS

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all concrete valley gutters, aprons, sidewalks, driveways and AC pavement and other materials within the right-of-way which have been designated on the project plans or specified in the Special Provisions.

X. INSTALLATION

MAG Section 301.2 – Preparation of Subgrade

Sub-grade shall conform to the compaction and elevation tolerances specified for the material involved, shall be kept smooth and compacted, and shall be free of all loose and extraneous material when concrete is placed.

With the exception of areas where compacted fills have been constructed as specified in the MAG Specifications, Section 211, in the areas where new construction is required, the moisture content shall be brought to that required for compaction by the addition of water, by the addition and blending of dry, suitable material or by the drying of existing material. The material shall then be compacted to the specified relative density.

MAG Section 340 – Concrete Curb, Gutter, Sidewalk, Sidewalk Ramps, Driveway and Alley Entrance

The various types of concrete curb, gutter, sidewalk, sidewalk ramps, driveways, and alley entrances shall be constructed in accordance with MAG Specifications and to the dimensions indicated on the plans and standard detail drawings. Concrete curbs, gutters and sidewalks shall be constructed by the conventional use of forms, or may be constructed by means of an appropriate machine when approved by the Engineer.

Concrete shall be 9" thick for all driveways on arterial or collector streets (or at other locations where industrial/truck traffic is anticipated) as indicated on each detail. For local streets concrete shall be 5" thick.

MAG Section 520 – Steel and Aluminum Handrails

Metal handrail shall consist of furnishing all materials and constructing handrail of steel or aluminum, including railing, posts, fittings and anchorages. Metal handrail shall be fabricated, installed and painted, when required.

The railing shall be carefully erected, true to line and grade. Posts and balusters shall be vertical and parallel with the deviation from the vertical for the full height of the panel not exceeding 5/8 inch. After erecting the railing, any abrasions or exposed steel shall be repaired in accordance with MAG Specification Section 771 or Section 530.

MAG Specification Section 336 – Permanent Pavement Replacement

For the purpose of this item the contractor shall furnish the necessary labor, equipment and materials to construct the permanent pavement replacement. The existing asphalt pavement to be removed shall be saw cut to a neat, straight and smooth cut without damaging adjacent pavement that is not to be removed. See Item #20.

The placement of the permanent asphalt paving shall be in accordance with the specifications and in reasonably close conformity to the lines, grades, thicknesses and details. For the purpose of this item the contractor shall assume a total thickness of 6". The asphalt materials shall conform to MAG Specification Section 710 for the type specified. For the purpose of this contract the applicant shall assume City of Phoenix - High Volume C-3/4 Concrete Asphalt Mix. All pavement replacement shall match gradation and thickness of the existing pavement. Pavement replacement shall be compacted to the same density specified for asphalt concrete pavements in MAG Specification Section 321. The Contractor shall furnish all labor, materials and equipment necessary for the construction of the pavement.

Handicap Ramps with or without Truncated Domes

This item includes the removal of all necessary existing sidewalk, curb, gutter and the installation of the handicap ramp(s) with or without truncated domes.



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Unless otherwise specified the Contractor shall backfill behind the curbs, sidewalk or sidewalk ramps with soil native to the area to the lines and grades.

Truncated Domes (detectable warnings) shall not be measured for payment. Truncated Domes (detectable warnings) are considered integral to the walking surface that they form a part of and the cost is included in the related pay item.

Truncated Domes

This item includes the removal of all necessary existing concrete and the installation of the Truncated Domes.

Remove and Replace Top of Catch Basin(s)

At certain locations throughout the City of Peoria, semi-trucks making turning movements are unable to make the turn and are driving over the top of existing catch basins. In most instances, this situation occurs at commercial driveways. When the catch basin is damaged it becomes a major liability. For the purpose of this item, the contractor shall provide all of the equipment, labor and materials to remove the damaged portion catch basin and grate and replace the catch basin and grate. For the purpose of this item, it is assumed that the catch basin will be a City of Phoenix Detail P-1569-1, Type M.

Adjustments

For the purpose of this item, the Contractor shall furnish all labor, materials, and equipment necessary to adjust all frames, covers and valve boxes to accommodate actual finish grade.

The contractor shall backfill the area of excavation surrounding each adjusted manhole, inlet, and valve box and compact in accordance to MAG Details and Specifications. The contractor shall also remove and replace the ductile iron riser pipe with suitable length for depth of cover required to establish the adjusted elevation to accommodate actual finish grade. Reinstall in-kind adjustable valve box and riser piping plumbed in vertical position. After the valve box has been set, aligned, and adjusted so that top lid is level with final grade, pour the concrete pad around valve box. Center valve box horizontally within concrete slab.

Backfill

The Contractor shall assume the old frames, covers and valve boxes will be reinstalled, in accordance with standard detail drawings.

The Contractor also shall be responsible for the careful identification and location of all utility devices requiring adjustment within the new pavement section, including manholes, water valves, sewer clean-outs, vaults, etc. These devices shall be referenced by the use of swing ties with appropriate supplemental survey data.

Asphalt Saw Cutting

For the purpose of this item the contractor shall furnish the labor, equipment and materials to saw cut the limits of the excavation to the thickness. For this item the contractor shall assume a minimum depth of 6". Final saw cuts shall be straight, vacuumed and provide clean, solid, vertical faces free from loose materials.

Controlled Low Strength Material (CLSM)

For the purpose of this item the contractor shall furnish all labor, materials, and equipment necessary to place CLSM as backfill material, specifically around concrete and other rigid pipes.

Installation of Bollard Posts

For the purpose of this item, the contractor shall furnish and install a 4" diameter steel guard post bollard in accordance with MAG Detail 140. For the purpose of this item the contractor shall assume the bollard is to be buried to a minimum depth of 30" and be exposed above grade to a height of 36".

Interlocking Concrete Pavers



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The Contractor shall furnish all necessary labor, materials, tools and equipment to complete the proper installation of interlocking pavers used in medians, crosswalks, intersection and other locations noted in MAG Detail 225.

Concrete Saw Cutting

For the purpose of this item the Contractor shall furnish the labor, equipment and materials to saw cut the limits of the excavation to the thickness. For this item the Contractor shall assume a minimum depth of 6". Final saw cuts shall be straight, vacuumed and provide clean, solid, vertical faces free from loose materials.

Lower Valve Riser, Lower Manhole

If required, manholes, valve risers, or survey monuments located within the paved areas to be milled or reconstructed shall be lowered to an elevation that will allow required work to be accomplished without damaging the facilities in accordance to MAG Specification, Section 345.

Miscellaneous Work Items

Miscellaneous Work Items may be included for each project, and may include line items such as Traffic Control, Off Duty Officers, and Public Notification. These items will not be listed as an Allowance, and the contractor will be reimbursed the actual cost of these services. Contractor shall submit invoices and/or backup documentation for any aforementioned services not listed in price sheet.



SUBMITTAL REQUIREMENTS

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- A. **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.

- B. **Bid Due Date and Time:** Bids are due no later than **2:00pm (Arizona Time) on August 17, 2022**, unless the solicitation is otherwise extended or cancelled via formal Solicitation Amendment.
- C. **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.
- D. **Bid Opening:** The bid opening will be held virtually via GoToWebinar. On August 17, 2022 at 2:00 PM AZ Time. You must pre-register at:

<https://attendee.gotowebinar.com/register/2038761064362191886>

- E. **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.



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 Peoria
Contact Name: Mike Jones Phone: 623-512-6830
Email: mike.jones@peoriaaz.gov
Project Name: Peoria Civil SOC
Project Cost: \$12 Million
Project Description: Civil Pavement maintenance including asphalt, concrete ADA ramps, valley gutters, aprons, sidewalks, and curbs
2. Company: City of Phoenix
Contact Name: Rick Evans Phone: 602-717-9544
Email: rick.evans@phoenix.gov
Project Name: Street Maintenance SOC, PCCR and ADA concrete
Project Cost: \$19.5 Million SOC
Project Description: Remove and replace ADA ramps to meet compliance, includes aprons, valley gutters, sidewalks, and curbs
3. Company: Pinal County
Contact Name: Joe Ortiz Phone: 602-251-2382
Email: Joe.Ortiz@pinalcountyaz.com
Project Name: Pinal Civil SOC
Project Cost: \$15 Million SOC
Project Description: Asphalt overlay, concrete sidewalks to include ADA ramps, concrete spill ways, shoulders, and curb replacement



EXCEPTIONS

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Materials Management Procurement

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

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



No Exceptions.



Bidder takes the following Exceptions:



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

Pricing Sheet

Status	#	Item	Quantity Required	Unit of Measure	Numeric	Total Cost
					Unit Price	

Removals to Include Cost for Disposal of Spoils

Success: All values provided	#1-1	Remove Curb & Gutter 1-50 LF	50	LF	\$ 15.44	\$ 772.00
Success: All values provided	#1-2	Remove Curb & Gutter 51-100 LF	100	LF	\$ 10.27	\$ 1,027.00
Success: All values provided	#1-3	Remove Curb & Gutter 101+ LF	101	LF	\$ 8.03	\$ 811.03
Success: All values provided	#1-4	Remove Sidewalk 1-25 SF	25	SF	\$ 6.38	\$ 159.50
Success: All values provided	#1-5	Remove Sidewalk 26-200 SF	200	SF	\$ 4.36	\$ 872.00
Success: All values provided	#1-6	Remove Sidewalk 201+ SF	201	SF	\$ 3.41	\$ 685.41
Success: All values provided	#1-7	Remove Valley Gutter, Driveway & Apron 1-25 SF	25	SF	\$ 6.25	\$ 156.25
Success: All values provided	#1-8	Remove Valley Gutter, Driveway & Apron 26-200 SF	200	SF	\$ 4.16	\$ 832.00
Success: All values provided	#1-9	Remove Valley Gutter, Driveway & Apron 201+ SF	201	SF	\$ 3.25	\$ 653.25
Success: All values provided	#1-10	Remove AC Pavement – 6" depth 1-25 SF	25	SF	\$ 4.13	\$ 103.25
Success: All values provided	#1-11	Remove AC Pavement – 6" depth 26-200 SF	200	SF	\$ 2.74	\$ 548.00
Success: All values provided	#1-12	Remove AC Pavement – 6" depth 201+ SF	201	SF	\$ 2.15	\$ 432.15

Installation (Class A Concrete)

Success: All values provided	#2-1	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A) 1-50 LF	50	LF	\$ 32.81	\$ 1,640.50
Success: All values provided	#2-2	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A) 21-100 LF	100	LF	\$ 21.82	\$ 2,182.00
Success: All values provided	#2-3	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A) 101+ LF	101	LF	\$ 17.06	\$ 1,723.06
Success: All values provided	#2-4	Construct Roll Curb (MAG Detail 220C) 1-50 LF	50	LF	\$ 31.56	\$ 1,578.00
Success: All values provided	#2-5	Construct Roll Curb (MAG Detail 220C) 51-100 LF	100	LF	\$ 20.90	\$ 2,090.00
Success: All values provided	#2-6	Construct Roll Curb (MAG Detail 220C) 101+ LF	101	LF	\$ 16.41	\$ 1,657.41
Success: All values provided	#2-7	Construct Ribbon Curb (MAG Detail 220B) 1-50 LF	50	LF	\$ 22.94	\$ 1,147.00

Success: All values provided	#2-8	Construct Ribbon Curb (MAG Detail 220B) 51-100 LF	100	LF	\$ 15.25	\$ 1,525.00
Success: All values provided	#2-9	Construct Ribbon Curb (MAG Detail 220B) 101+ LF	101	LF	\$ 11.93	\$ 1,204.93
Success: All values provided	#2-10	Construct Sidewalk (5' W x 4" Thick) 1-25 SF	25	SF	\$ 6.56	\$ 164.00
Success: All values provided	#2-11	Construct Sidewalk (5' W x 4" Thick) 25-200 SF	200	SF	\$ 4.36	\$ 872.00
Success: All values provided	#2-12	Construct Sidewalk (5' W x 4" Thick) 201+ SF	201	SF	\$ 3.41	\$ 685.41
Success: All values provided	#2-13	Construct Concrete Multi-Use Path (10'W x 4" Thick) 1-25 SF	25	SF	\$ 7.56	\$ 189.00
Success: All values provided	#2-14	Construct Concrete Multi-Use Path (10'W x 4" Thick) 25-200 SF	200	SF	\$ 5.03	\$ 1,006.00
Success: All values provided	#2-15	Construct Concrete Multi-Use Path (10'W x 4" Thick) 201+ SF	201	SF	\$ 3.93	\$ 789.93
Success: All values provided	#2-16	Construct Valley Gutter & Apron, per MAG Detail 240 (1-25 SF)	25	SF	\$ 9.95	\$ 248.75
Success: All values provided	#2-17	Construct Valley Gutter & Apron, per MAG Detail 240 (25-200 SF)	200	SF	\$ 19.13	\$ 3,826.00
Success: All values provided	#2-18	Construct Valley Gutter & Apron, per MAG Detail 240 (201 +SF)	201	SF	\$ 12.72	\$ 2,556.72
Success: All values provided	#2-19	Construct Handrail (Safety Rail), per MAG Detail 145 & Specifications 520 (1-25 LF)	25	LF	\$ 105.00	\$ 2,625.00
Success: All values provided	#2-20	Construct Handrail (Safety Rail), per MAG Detail 145 & Specifications 520 (26-50 LF)	50	LF	\$ 95.00	\$ 4,750.00
Success: All values provided	#2-21	Construct Handrail (Safety Rail), per MAG Detail 145 & Specifications 520 (51-100 LF)	100	LF	\$ 75.00	\$ 7,500.00
Success: All values provided	#2-22	Replace AC Pavement – 6" depth 1-25 SF	25	SF	\$ 18.56	\$ 464.00
Success: All values provided	#2-23	Replace AC Pavement – 6" depth 26-200 SF	200	SF	\$ 12.34	\$ 2,468.00
Success: All values provided	#2-24	Replace AC Pavement – 6" depth 201+ SF	201	SF	\$ 9.65	\$ 1,939.65
Success: All values provided	#2-25	Remove Sidewalk Curb & Gutter and Construct Handicap Ramp with Truncated Domes, per MAG Detail 236 – 1,2,3,4 & 5 and 237 – 1, 2, & 3 SINGLE RAMP	1	EA	\$ 7,500.00	\$ 7,500.00
Success: All values provided	#2-26	Remove Sidewalk Curb & Gutter and Construct Handicap Ramp with Truncated Domes, per MAG Detail 236 – 1,2,3,4 & 5 and 237 – 1, 2, & 3 DUAL RAMP	1	EA	\$ 9,000.00	\$ 9,000.00

Success: All values provided	#2-27	Remove Sidewalk Curb & Gutter and Construct Mid-Block Handicap Ramp with Truncated Domes, per MAG Detail 238 - 1,2,3 & 4	1	EA	\$ 3,200.00	\$ 3,200.00
Success: All values provided	#2-28	Remove & Install ADA Truncated Domes (MAG Detail 234)	10	SF	\$ 250.00	\$ 2,500.00
Success: All values provided	#2-29	Remove & Replace Frame & Grate and Top 6" of Concrete of Catch Basin (City of Phoenix Detail P-1569-1, Type M)	250	SF	\$ 45.00	\$ 11,250.00
Success: All values provided	#2-30	Remove & Replace Frame & Grate and Top 6" of Concrete of Catch Basin (City of Phoenix Detail P-1569-1, Type M)	400	SF	\$ 35.00	\$ 14,000.00
Success: All values provided	#2-31	Adjust Valve Riser and Remove & Replace Concrete Ring around Valve (City of Peoria Detail PE-270) 1-10 EA	10	EA	\$ 550.00	\$ 5,500.00
Success: All values provided	#2-32	Adjust Valve Riser and Remove & Replace Concrete Ring around Valve (City of Peoria Detail PE-270) 11-50 EA	50	EA	\$ 450.00	\$ 22,500.00
Success: All values provided	#2-33	Adjust Manhole & Replace Concrete Ring around Manhole (City of Peoria Detail PE-271) 1-10 EA	10	EA	\$ 695.00	\$ 6,950.00
Success: All values provided	#2-34	Adjust Manhole & Replace Concrete Ring around Manhole (City of Peoria Detail PE-271) 11-50 EA	50	EA	\$ 595.00	\$ 29,750.00
Success: All values provided	#2-35	Asphalt Saw Cutting – 6" depth 1-25 LF	25	LF	\$ 3.20	\$ 80.00
Success: All values provided	#2-36	Asphalt Saw Cutting – 6" depth 26-200 LF	200	LF	\$ 2.13	\$ 426.00
Success: All values provided	#2-37	Asphalt Saw Cutting – 6" depth 201-500 LF	500	LF	\$ 1.66	\$ 830.00
Success: All values provided	#2-38	Asphalt Saw Cutting – 6" depth 501-1000 LF	1000	LF	\$ 1.33	\$ 1,330.00
Success: All values provided	#2-39	½ Sack Slurry Backfill (Controlled Low Strength Material) 1-50 CY	50	CY	\$ 250.11	\$ 12,505.50
Success: All values provided	#2-40	½ Sack Slurry Backfill (Controlled Low Strength Material) 51-200 CY	200	CY	\$ 55.00	\$ 11,000.00
Success: All values provided	#2-41	½ Sack Slurry Backfill (Controlled Low Strength Material) 201-500 CY	500	CY	\$ 35.00	\$ 17,500.00
Success: All values provided	#2-42	½ Sack Slurry Backfill (Controlled Low Strength Material) 501-1000 CY	1000	CY	\$ 25.00	\$ 25,000.00
Success: All values provided	#2-43	Remove & Replace Commercial Driveway, per MAG Detail 250-1, 250-2, 251 (500-1000 SF)	1000	SF	\$ 19.25	\$ 19,250.00
Success: All values provided	#2-44	Remove & Replace Residential Driveway, per MAG Detail 250-1, 250-2, 251 (1-250 SF)	250	SF	\$ 14.71	\$ 3,677.50

Success: All values provided	#2-45	Remove & Replace Residential Driveway, per MAG Detail 250-1, 250-2, 251 (251-500 SF)	500	SF	\$ 14.71	\$ 7,355.00
Success: All values provided	#2-46	Furnish & Install 4" Bollard Post, per MAG Detail 140	1	EA	\$ 468.75	\$ 468.75
Success: All values provided	#2-47	Interlocking Concrete Pavers, per MAG Detail 225 (1-25 SF)	25	SF	\$ 30.81	\$ 770.25
Success: All values provided	#2-48	Interlocking Concrete Pavers, per MAG Detail 225 (26-200 SF)	200	SF	\$ 25.49	\$ 5,098.00
Success: All values provided	#2-49	Concrete Saw Cutting – 1" to 9" depth 1-50 LF	50	LF	\$ 6.56	\$ 328.00
Success: All values provided	#2-50	Concrete Saw Cutting – 1" to 9" depth 51-100 LF	100	LF	\$ 4.36	\$ 436.00
Success: All values provided	#2-51	Concrete Saw Cutting – 1" to 9" depth 101+ LF	101	LF	\$ 3.41	\$ 344.41
Success: All values provided	#2-52	Lower Valve Riser 1-10 EA	10	EA	\$ 200.00	\$ 2,000.00
Success: All values provided	#2-53	Lower Valve Riser 11-50 EA	50	EA	\$ 100.00	\$ 5,000.00
Success: All values provided	#2-54	Lower Manhole 1-10 EA	10	EA	\$ 350.00	\$ 3,500.00
Success: All values provided	#2-55	Lower Manhole 11-50 EA	50	EA	\$ 250.00	\$ 12,500.00

License Number

PBL-20009026



2022

Valid until 12/31/2022
unless revoked

Peoria Business License

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

Post in a Conspicuous Place

Business Address:

Non-Transferable

VIASUN CORPORATION
3621 E SUPERIOR AVE
PHOENIX AZ 85040

VIASUN CORPORATION
3621 E SUPERIOR AVE
PHOENIX AZ 85040

This license is issued and accepted subject to the representations made on the application and maybe suspended or revoked for cause as provided by laws. Licensee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Arizona, Maricopa County, City of Peoria and all other agencies.

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

The attached annual Business License or other City issued license must be on display where it is in view by all employees and customers of the Peoria business. The license expires on December 31st of this year.

The license is not transferable between owners or locations. Please contact the City if you need to cancel this license or if there is a change of ownership, change of location or change of business name. This certificate has been issued pending full compliance to all necessary City of Peoria codes and regulations. The issuance of this license shall not be construed as permission to operate in violation of any other law or regulation. Additional business and tax licensing information is available at: www.peoriaaz.gov/businesslicense.

City of Peoria - Sales Tax & Licensing Section
8401 W. Monroe St.
Peoria, AZ 85345
Phone: 623-773-7160 (Monday through Thursday 7:00 a.m. to 6:00 p.m.)
Fax: 623-773-7159
Email: businesslicense@peoriaAZ.gov

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VIASUN CORPORATION
FOR CONCRETE REPAIR & MAINTENANCE SERVICES**

**EXHIBIT B
Scope of Work**

The Contractor will execute various projects, on an as needed basis, including, but not limited to the construction, renovation, installation and/or replacement of concrete structures and surfaces such as sidewalks, ADA compliant handicap ramps, scuppers, bollards, commercial and residential driveways and curbs, alley entrances, adjustment of valve risers, removal and replacement of concrete rings around valves, adjustment of manholes and replacement of concrete rings around manholes.

Such projects may include incidental services as pruning of landscape, relocation and removal of trees and other plant materials, removal and replacement of trench backfill, repair/restoration of landscape and irrigation systems, placement of decomposed granite/rock, application of pre-emergents, fence and handrail installation, repairs and replacement, modification and repair of block walls and brick pavers.

The contractor will supply all labor, permits, equipment and materials necessary to execute the projects.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

City shall pay Contractor for goods and services purchased in accordance with the terms, conditions, and rates of the City of Peoria Contract No. ACON 28822.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$230,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

ViaSun Corporation shall be paid upon completion of the contracted scope of work and quote provided and following the City's receipt of a properly completed invoice

Invoicing: Contractor to provide invoice(s) to City of Glendale authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Glendale Finance Department. Any issues regarding billing or invoicing must be directed to the City of Glendale Parks and Recreation Department requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. City of Peoria contract number;
- e. Purchase Order number
- f. Invoice number and date;
- g. Payment terms;
- h. Date of service or delivery;
- i. Description of materials or services provided;
- j. If materials provided, the quantity delivered and pricing of each unit;
- k. Service addresses associated with the contract;
- l. Applicable taxes and any delivery charges;
- m. Total amount due.

Payment of Funds: Payment will be made upon completion of work through a traditional method of a check from invoice(s) provided by the Contractor. Pricing sheets for all goods and services are included in the City of Peoria Concrete Repair & Maintenance Services Contract No. ACON 28822 attached as Exhibit A. Contractor shall use these pricing sheets to formulate a written quote for each project. Each project shall be quoted in writing and shall be reviewed by an authorized City of Glendale representative

who shall verify that it meets the contractual pricing before any work begins. Once a project has been completed, Contractor shall provide a detailed invoice to the City of Glendale. All invoices must match the quote provided and be confirmed by the City of Glendale authorized representative prior to paying.