

4.1 It is the responsibility of the Vendor to examine the entirety of this Notice of Solicitation and to seek clarification of any requirement that may not be clear. This Notice of Solicitation includes the City of Bisbee's standard Purchase Contract, which the successful bidder will be required to execute.

4.2 The City will not reimburse any costs incurred in developing, presenting or providing the Bid. All materials and documents submitted in response become the property of the City and will not be returned.

4.3 All Bids submitted to the City become a public record. If the Vendor believes that any information included in a Bid should remain confidential, the Vendor must specifically identify that information and its reasons. In the event of any public request for this information, the City will use its best reasonable efforts to provide the Vendor with notice of this request and an opportunity to obtain a court order, at the Vendor's sole expense, protecting this information from release prior to making it available.

4.4 The specifications included in this Notice of Solicitation are the minimum level required. All Bids submitted must be for products or services that meet or exceed the minimum level of all such specifications.

4.5 If brand names or specific products are identified in the specifications, the Vendor may propose substantially equivalent alternatives. For any such Bid, the Vendor must submit technical literature or detailed production information sufficient to allow the City to evaluate the nature of the proposed product.

4.6 Prices shall be submitted on a per unit basis, by line item, when applicable. The prices offered should include applicable state and local taxes. The City will reimburse the Vendor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Vendor will be responsible for the payment of all applicable taxes.

4.7 Prices shall include delivery, freight, and taxes.

4.8 Any exceptions that are included with the Bid shall be submitted in a clearly identified separate statement by which the Vendor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Vendor's standard terms will not be considered to be a specific statement of exception.

5. Submission of the Bid

5.1 **Three copies** of the Sealed Bids must be in the actual possession of the City Clerk on or prior to the exact time and date indicated in the Schedule of Events. Late Bids will not be considered.

5.2 Sealed Bids must be submitted in a sealed envelope or container with the following information clearly indicated on the outside:

- a. Name of the Solicitation, as indicated by the City.
- b. Name and address of the Vendor

5.3 Bids shall be submitted in writing, by a paper document that is printed, typed or in ink. Bids submitted directly to the City by electronic means, by facsimile, electronic mail, or otherwise, shall not be accepted. Any substitute for any document forms provided with this Notice of Solicitation must be legible and must contain the same information requested by any such form.

5.4 Bids may be withdrawn upon the submission of written, signed request submitted by the Vendor prior to the due date and time. Bids may not be amended or withdrawn after the due date and time.

6. Award of the Contract

6.1 The City reserves the right to waive any immaterial defect or informality in a Bid; to reject any or all Bids or portions thereof; to reissue this Notice of Solicitation; and to accept a Bid on a partial basis, if in the best interests of the City.

6.2 Unless otherwise stated, the Contract will be awarded to the lowest responsive, responsible bidder who has demonstrated the ability to perform as required. Factors that will be considered in making this award include technical capability of the Vendor, performance history, demonstrated availability of the necessary people and equipment, price and timeliness of the performance.

7. Certification

7.1 By signing and submitting a Bid, the Vendor certifies that the Bid did not involve any collusion or other anti-competitive practice; that the Vendor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Vendor has not given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any City employee or official in connection with the Bid.

7.2 The Vendor further certifies that the individual signing the Bid has the authority to make a binding legal commitment on behalf of the Vendor to perform and deliver everything that is required in connection with the Bid. Unless otherwise stated herein, the Bid shall be effective for a period of thirty (30) days.

BID

TO THE CITY OF BISBEE:

The undersigned hereby offers the following Bid and agrees to furnish the materials and/ or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this Notice of Solicitation. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with the Notice of Solicitation, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.

Authorized Signature

Date

Printed Name and Title

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number(s) _____

Company's Fax Number _____

Email Address _____

[ATTACH BID TO THIS PAGE]

**ACCEPTANCE OF BID
NOTICE OF AWARD**

The Bid is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of the Contract to the Vendor.

The Vendor is bound to provide the materials and/or services identified in the Bid, subject to all terms, conditions, specifications, amendments, and other requirements set forth in this Notice of Solicitation and the Contract.

The Vendor shall not commence any billable work or provide any materials or services under this document until the Vendor and the City execute the Contract and the Vendor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By _____

Date: _____

Its: _____

SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS

TECHNICAL SPECIFICATIONS

1.01 INTRODUCTION

All equipment and facilities shall be provided, installed, and constructed by the Contractor to provide the Owner with complete, ready to use facilities. Contractor shall provide Owner with all written equipment warranties. All necessary materials and work required to accomplish this are the responsibility of the Contractor alone, whether or not specifically indicated on the drawings or stated in the specifications.

1.02 LOCATION

The work to be constructed is to be located as identified on the vicinity map (Exhibit No. 1).

1.03 UTILITY OBSTRUCTIONS

- A. The Contractor, as required by law, shall call blue stake (1-80-782-5348) for the locations of all underground utilities two days before the start of work. The Contractor shall verify whether known utility companies providing service in the area participate in blue stake, and shall directly contact non-participating utility companies to complete his/her utility investigation. The contractor is responsible for determining in advance of his construction operations the location of all overhead and underground utilities (gas, telephone, electrical, water, sewer, etc.), that may interfere with the Contractor's construction operations. The Contractor is responsible for coordinating with the approximate utility company to remove or relocate utility obstructions. Any utility relocations or adjustments necessary for completion of the work shall be relocated or adjusted by the Contractor, or the Contractor shall be responsible for arrangement and/or relocation of conflicting utilities by other agencies. Such work is considered incidental to the contract, and no additional compensation will be provided.
- B. Additional pavement removal and replacement required to relocate utility lines will be incidental to all other contract items and no reimbursement shall be made to the Contractor for this work, if required.

1.04 CONTRACTOR'S USE OF PREMISES

104.1 Available Sites

- A. The Contractor shall not utilize any land not indicated as being available without the written approval of the land owner.
- B. The Contractor shall obtain all necessary City of Bisbee right-of-way use permits, and shall follow all requirements and provide traffic control during construction activity within the public right-of-way, as per the permit issued by the entity of Jurisdiction.
- C. The Contractor is obligated through this contract to conduct his work so as to not unnecessarily impede any work being done by others on or adjacent to the site.

104.2 ACCESS TO CONSTRUCTION SITES

The Contractor shall investigate access to the job site(s). The Engineer suggest a field visit to the job site to verify access for equipment and the need to maintain public access at all times including vehicular and pedestrian.

104.3 PROTECTION AND RESTORATION

- A. All existing features and improvements shall be restored by the Contractor equivalent to the condition existing prior to construction, at no additional cost to the Owner.
- B. Trees within construction areas shall be preserved to the maximum extent practical, unless specifically indicated on the plans or directed by the Engineer or Owner to be removed or altered.
- C. Contractors shall reinstall all fences and restore private property removed during construction back to its original condition. It will be the Contractor's responsibility to keep all livestock in boundaries of removed fence during period of construction.
- D. The Contractor shall be responsible for all damage done to persons or property directly or indirectly caused by his operations.

104.4 SPECIAL CONSTRUCTION METHODS

If special and had construction methods are required to remain within the available, easements such methods shall be used by the Contractor at no additional cost to the Owner.

1.05 PUBLIC RELATIONS

105.1 COMMUNICATIONS

The Contractor shall communicate any complaints about dust or noise, etc. to the Owner on the day the complaint is received. Additionally, the Contractor shall make every effort to work with citizens and utility companies to minimize inconvenience to the public.

105.2 NOISE

The Contractor shall make every reasonable effort to keep construction noise to a minimum.

105.3 DUST CONTROL

The Contractor shall prevent any dust nuisance due to his construction operations. Payment for dust control will not be made. Dust control is considered to be incidental and no additional compensation will be permitted.

It is recommended that the following preventative and mitigating measures be taken to minimize the possible particulate pollution problem:

- I. Site Preparation
 - When brooming surface and patching prior to resurfacing.
 - Minimize land disturbance.
 - Use watering trucks to minimize dust.
 - Use windbreaks to prevent any accidental dust pollution.

-Limit vehicular paths and stabilize any temporary road.

II. Construction Phase

-Cover trucks when transferring hot asphalt.

-Use dust suppressants on traveled paths which are not paved.

-Minimize unnecessary vehicular and machinery activities; and

-Minimize dirt track-out by washing or cleaning trucks before leaving the construction site.

III. Completion Phase

-Revegetate any disturbed land.

-Remove unused materials.

-Remove dirt reinstall any signs.

-Revegetate all vehicular paths created during construction to

Avoid future off-road vehicular activities.

1.06 SUPERVISION

The Contractor will initiate, supervise and direct all work. The Contractor will be solely responsible for the means, methods, techniques and procedures of construction. The Contractor shall have an English speaking super intendent on the job at all hours, when construction is in progress.

1.07 WORKING HOURS

Normal working hours shall be from 6:00 a.m. to 6:00 p.m. Monday through Saturday, unless requirements for a specific operation dictate otherwise.

1.08 CLEAN-UP

The Contractor shall execute daily clean-up to keep the project site and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from construction operations, as well as provided on-site containers for the collection of waste materials, debris, and rubbish. Waste materials, debris and rubbish shall be removed and disposed of at an approved disposal area.

Upon completion and before making application for acceptance of the work, the Contractor is required to completely clean the site as directed by the Owner and no additional compensation will be permitted. Final acceptance of the work will not be made until the Contractor has complied to the satisfaction of the Owner with this provision.

Payment for clean-up will not be made. Clean-up is considered to be incidental and no additional compensation shall be permitted.

1.09 MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall provide all signing and personnel necessary for the maintenance and protection of the traveling public and shall be responsible for all traffic control for the duration of this project, in accordance with the requirements of the Owner and/or MAG Specifications, as applicable.

The Contractor shall be responsible for compliance with the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition and the Arizona Supplement to the MUTCD, 2009 Edition, in accordance with the requirements or conditions of the A.D.O.T. Right-of-Way Use Permit(s) issued for any/all construction programs under this contract. Further, as/if required by said permit, the Contractor is responsible for developing a traffic control plan for each site indicated on the permit, and must submit to and receive written approval of the traffic control plan from the A.D.O.T. area Permits Supervisor prior to any construction activities at the site.

The Contractor shall provide, operate, and maintain equipment and personnel as required to expedite public vehicular traffic flow and access in areas affected by construction operations.

The Contractor shall control construction personnel's private vehicular parking to preclude interference with public and private traffic or parking.

1.10 REGULATORY REQUIREMENTS

1.10.1 Codes and Laws

Where required, the work shall conform to all applicable building, plumbing, mechanical, and electrical codes. All equipment and facilities provided shall meet OSHA requirements whether or not such requirements are specifically indicated or described in the contract documents.

The Contractor's attention is directed to OSHA C.F.R. Part 1926 Subpart P for excavations. OSHA requires that all trenches over 5 feet deep in either hard and compact or soft and unstable soil shall be sloped, sheeted, braced or otherwise supported. The Contractor shall submit the method to be employed in these situations. A "competent person" as defined by OSHA shall be designated to the Engineer if any trenches are in excess of 5 feet in depth, and this person must be present during all trenching operations. Such "competent person" is required by this contract to inspect the work site at the end of each day for dangers to the public and to children tempted to play at unsecured work sites.

1.11 SANITATION

The Contractor shall provide suitable sanitation facilities for the use of employees at the construction site or make appropriate arrangements. Payment for sanitation will not be made. Sanitation is considered to be incidental and no additional compensation shall be permitted.

1.12 GUARANTEE

The Contractor shall guarantee all work against defects of material and workmanship for the period of time as designed in the contract, or if not designated, one year from the date of substantial completion.

1.13 MOBILIZATION

Quantities listed on the bid form and on the approved plans are estimates given solely for the purpose of indicating the scope of work and comparing bids for unit price contracts. The estimated quantities may not accurately reflect the proper measure of materials for the Contractor to purchase. The

Contractor shall make his/her estimate from the construction plans to minimize shortages or excesses of materials. No payment will be made for excess materials.

After the contract is awarded, the quantities of work listed by any pay items, may be increased or decreased a reasonable amount at the discretion of the Owner, without in any way invalidating the unit bid price. The unit prices in the bid are binding on the Contractor unless there is a gross error in the estimated quantities or scope of work. The total cost of project improvements is to be paid for by the unit price listed in the bid schedule. Sundry items which have a basis for measurement and payment herein and which are incidental to or required in the construction of the work but are not included as items in the bid schedule shall be considered an integral part of the contract, and all labor, materials, etc. required for such items shall be furnished by Contractor and the cost of same included in the unit price bid. Unit price items, complete, in place, and ready for use, shall be paid for at the unit price bid for the quantity actually installed unless these Technical Specifications provide otherwise.

Payment for materials are available for inspection at the Contractor's job site yard, and for which invoices are present to the Engineer.

Any equipment and materials to be paid by the Owner must be stored at a site which is fenced and secured.

Above, on, or below ground obstructions, utilities, features, or improvements which interfere with the work or which must be moved, removed, and/or restored to accomplish the job are considered as incidental work for which separate payment will not be made if separate bid items are not specifically given for such in the Contract Documents.

Lump sum items include all labor and materials required to provide a complete and ready to use installation and will be paid for at the lump sum price bid (provided the item is awarded and completed).

The Owner reserves the right to delete items of work where reasonable and no claims shall be made by the Contractor for any loss of anticipated profits.

SCOPE OF WORK

In accordance with the terms and conditions listed below, the Contractor shall:

- **This project is to build a concrete pad with Utilities at Garfield Park in Old Bisbee for a Cortez concrete restroom building.**
- **This consists of bringing utilities to the site and preparing and developing a concrete pad with utility stub ups for the concrete building to be placed on.**
- **This project will be in accordance with fully Engineered plans from LB Foster, builder and manufacturer of the bathroom concrete building.**

**STANDARD SPECIFICATIONS
STANDARD DETAILS AND SPECIFICATIONS**

INTRODUCTION

All construction methods and materials shall conform to the Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications and Details for Public Works Construction (current edition); and the Standard Specifications for Road and Bridge Construction by the Arizona Department of Transportation, where applicable; and are to be considered as part of these Technical Specifications.

CITY OF BISBEE

CONTRACT FOR SERVICES

Garfield Park: Construct concrete building pad, including utility stub ups for a Cortez Restroom building.

THIS CONTRACT is made this ____ day of _____, by and between the City of Bisbee (hereinafter “the City”) and _____, (hereinafter “the Contractor”).

WHEREAS the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as auditing services, as more particularly specified in the attached Scope of Work; and as incorporated herein by reference; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the promises and covenants stated herein, **IT IS HEREBY AGREED THAT:**

1. The Contractor promises and agrees to perform the work and to provide the services as described in the “Notice of Solicitation” and the “Specifications, Scope of Work or Requirements”, each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the “Standard Terms and Conditions, City of Bisbee Contract,” which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as such work is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period of _____, through _____, or for such period as may be otherwise specified in the Contract Documents.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed \$_____.
5. The City shall have the right to reject all, or any work or work product submitted under this agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected and corrected at the Contractor’s sole cost.

- 6. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period. The Contractor's billing period shall be on a bi-weekly basis.
- 7. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:

TO CITY: **City of Bisbee**
76 Erie Street
Bisbee, Arizona 85603

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:
CITY OF BISBEE

APPROVED:
CONTRACTOR

By _____
Ken Budge, Mayor

Name: _____
Title: _____
Address: _____

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney
Gust Rosenfeld, P.L.C