

**NOTICE OF SOLICITATION
UNIFORM INSTRUCTIONS FOR BIDDERS
CITY OF BISBEE**

**Rehabilitation of the Fair Store Glass Sidewalks at 37 Main Street in
Bisbee, AZ**

1. Introduction

The City of Bisbee is seeking sealed bids (“Bids”) in the manner specified herein from qualified vendors (“Vendor”) capable of providing the following goods and/or services:

The City of Bisbee is accepting sealed bids for the rehabilitation of the Glass Sidewalks in Old Bisbee located at 37 Main Street, Bisbee, AZ.

2. SCHEDULE OF EVENTS

Mandatory Field-Meeting: There will be an opportunity To get a better understanding Of the project with a tour.	February 17, at 1:00 PM @ 37 Main Street
Submittal Due Date:	March 4th, 2026 3:00 p.m. (Arizona, MST)
Submittal Location:	City Clerk, City of Bisbee 118 Arizona St. Bisbee, AZ 85603
Inquiries may be directed to:	City of Bisbee Public Works 118 Arizona St. Bisbee, AZ 85603 Attn: Logan Dodd (520) 255-4436 ldodd@bisbeeaz.gov

3. Nature of the Purchase

The specifications and descriptions of the work and/or materials required are described in the attached “Specifications, Scope of Work or Requirements” that accompanies this Notice.

4. Preparation of Bid

4.1 It is the responsibility of the Bidding Contractor 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 Prices shall be submitted on a detailed per unit basis for materials, by line item, when applicable. The prices offered should include applicable state and local taxes. The City will reimburse the construction contractor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The construction contractor will be responsible for the payment of all applicable taxes.

4.3 Prices shall be submitted and categorized per-unit and include all construction tasks including shop drawings and tests if required.

4.4 Any exceptions that are included with the Bid shall be submitted in a clearly identified separate statement by which the construction contractor 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 construction contractor’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 construction contractor and ROC number.

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 construction contractor 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 construction contractor 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 construction contractor 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 construction contractor 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 construction contractor 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 construction contractor.

The construction contractor 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 construction contractor 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

MATERIAL AND LABOR FOR SIDEWALK STABILIZATION AND RESTORATION

This restoration project aims to preserve and stabilize a deteriorating glass sidewalk that projects light into the basement of The historic Fair Store (now The Bisbee Restoration and Mining Museum). This is a main pedestrian thoroughfare, on Tombstone Canyon, in Bisbee's prime downtown area and tourist destination.

The scope of work shall include but not be limited to the following: Provide all labor, materials, equipment, and supplies to perform the repairs detailed on the plans, including excavation and removal of debris, and construction based on the provided documents.

A mandatory pre-bid conference may be scheduled at the project site; 37 Main Street, Bisbee, AZ. This meeting will allow contractors to discuss the project scope and to resolve any questions.

This project not only ensures the preservation of the historic features but also contributes to the overall stability and safety of the surrounding buildings. The beams holding up the sidewalk have started to fail from spalling concrete due to rusting rebar inside of them. The beams must be repaired or replaced. The sidewalk panels will be trimmed, removing deteriorated portions, and galvanized steel frames will be made to secure the panels. New concrete walls will be made to replace the failed beams. Then the panels will be set back into place and a new sidewalk poured back into place.

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

- **Install materials as specified in the architect and engineer's drawings.**
- **Handle materials as specified in the architect and engineer's drawings.**
- **Remove existing materials or elements per the approved plans.**
- **Apply treatments or materials as shown in the drawings.**
- **Testing for continuity (Quality Control)**
- **Touch-up areas identified by the architect.**
- **Prepare areas for treatment, installation, or inspection, following the restoration plans.**

Sidewalk Stabilization and Restoration: The priority of this scope is to stabilize and restore the historically significant glass-prism and concrete sidewalk panels. The sidewalk and portion of basement under the sidewalk is on city property, as such the engineering fees and restoration work must be coordinated and funded by the City of Bisbee with guidance from the Architect and oversight from the State Historic Preservation Office. The beams holding up the sidewalk have started to fail from spalling concrete due to rusting rebar inside of them. The beams must be cut away and new CMU foundations and concrete CMU walls be placed under them prior to any repair / replacement. (See exhibit documents for details)

Scope of Work

- The scope of this project is limited to just the sidewalk portion that is directly in front of 37 Main St, which is owned by the City of Bisbee. The project goal is to stabilize the crumbling sidewalk and restore the portions of historic glass sidewalk that remain. The pre-cast sidewalk panels must be carefully removed, cut, and set into steel frames according to the architectural detail drawings provided.
- The contractor will use the architect and engineer's drawings, directives, and specifications of the details to conduct this work.
- A City representative or appointee will serve as project lead and main point of contact with

the selected contractor and will work with the city public works director and staff in answering questions and resolving any design and construction issues that may come up.

- The plans and construction techniques shall follow federal historic preservation guidelines.
- The architect shall assist the contractor in deciphering the restoration plans per those preservation guidelines, project design goals, shop drawing approvals, and construction quality approvals. The contractor, the City, and Architect will discuss and agree on certain milestones throughout the project for the architect to inspect progress and recommend approval for the contractor's work.
- A representative from the City with the guidance of the architect will answer all of the contractor's questions that relate to the construction and detailing goals.
- The contractor shall provide the architect and the City of Bisbee shop drawings for approval for detailed steel work or any other appropriate scope of work.
- This project will require coordination and communication with the Bisbee Restoration Museum for access to the area underneath the sidewalk and protection from dust and debris.

Delivery of work

It is understood that except as otherwise specifically stated in the contract, the vendor shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses (including the City of Bisbee) necessary for the execution of work shall be secured by the vendor but no fees will be charged to the vendor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the City of Bisbee.

I. Demolition

- Disposal and dismantling of construction debris is the responsibility of the vendor.
- Vendor will oversee the transportation of materials and labor force to and from the job site, cleaning areas in premises where work was performed, removal of all materials, leftovers, and garbage from premises.

II. Installation of Materials

- All materials and construction practices shall comply with manufactures' guidelines in accordance with the Uniform Standard Specifications and Details for Public Works Construction Sponsored and Distributed by the Maricopa Association of Governments.

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 in the basement of 37 Main Street, Bisbee, AZ and city-owned sidewalk directly in front.

1.03 UTILITY OBSTRUCTIONS

- A. The Contractor, as required by law, shall call blue stake (1-800-782-5348) 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 work so as to not unnecessarily impede any work being done by others on or adjacent to the site.
- D. The contractor shall provide steel plates to serve as a sidewalk over the finished CMU walls if there is a weeks long or more delay in the installation of the newly preserved sidewalk panels

and sidewalk surface. Contractor shall coordinate with the Public Works Director or assignee on scheduling and traffic plans.

1.05 ACCESS TO CONSTRUCTION SITES

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

1.06 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.

1.07 SPECIAL CONSTRUCTION METHODS

If special and hard 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.

1.08 PUBLIC RELATIONS

1.08.1 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.

1.08.2 NOISE

The Contractor shall make every reasonable effort to keep construction noise to a minimum and must follow the standards outlined in the City Code section 10.1.8 regarding nuisance which allows construction, repair, remodeling, demolition, or drilling between 6:00 a.m. through 8:00 p.m. Mondays through Fridays.

1.09 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:

109.1 Site Preparation

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

109.2 Construction Phase:

- Cover trucks when transferring materials.
- Minimize unnecessary vehicular and machinery activities; and

109.2 Completion Phase

- Remove unused materials.
- Remove dirt reinstall any signs.

1.10 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 superintendent on the job at all hours, when construction is in progress.

1.11 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.

1.12 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.

1.13 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), 2023 Edition and the Arizona Supplement to the MUTCD, 2023 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.

1.14 WEATHER AND WATER INTRUSION PROTECTION

The Contractor shall provide, install, and maintain weather-resistant barriers, coverings, and sealants to protect interior and exterior work areas, materials, and equipment from damage due to rain, wind, humidity, and other adverse weather conditions. Contractor must ensure that partially completed work is properly protected during non-working hours, weekends, and in advance of any forecasted weather events.

Monitor and adjust protections as needed based on changing weather conditions and the evolving scope of work and immediately mitigate any water intrusion incidents to prevent damage to building components, materials, or systems. Contractor shall provide sump pump, sand bags and other means of diverting any storm water from the basement of 37 Main during construction when the project is opened up.

All temporary protection measures must comply with applicable building codes, OSHA safety standards, and manufacturer guidelines. The contractor shall be liable for any damage resulting from failure to implement or maintain adequate temporary protections.

GENERAL NOTES

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**

The City of Bisbee is accepting sealed bids for the rehabilitation of the Fair Store Glass Sidewalks at 37 Main in Bisbee, AZ.

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**
118 Arizona
St.
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
 Title: _____
 Address: _____

 Name: _____
 Address: _____

ATTEST:

Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

 Joseph D. Estes, City Attorney
 Pierce Coleman, P.L.C