



**CITY OF PHOENIX
Purchasing Division**

**INVITATION FOR BID
IFB 09-133 (JH)**

CLAY TILE ROOF REPLACEMENT – SHEMER ART CENTER

**CONTACT PERSON
June Hanson, Senior Buyer
602-262.7799
june.hanson@phoenix.gov**



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Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

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Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

In order for your response to be considered, your firm must be in compliance with the Phoenix City Code, Chapter 18, Article V pertaining to Affirmative Action Programs, prior to the solicitation opening due date. **Failure to comply with the reporting requirements of this ordinance will result in your response being rejected.**

Check off each of the following as the necessary action is completed.

- ☐ 1. **The requirements of City of Phoenix Affirmation Action Program Ordinance G-3472 have been met. Compliance forms are available at <http://phoenix.gov/mwsbe/>. If currently in compliance, do not resubmit forms.**
- ☐ 2. All forms have been signed. All of Section V, Submittals, is included.
- ☐ 3. The prices offered have been reviewed.
- ☐ 4. The price extensions and totals have been checked.
- ☐ 5. Any required drawings or descriptive literature have been included.
- ☐ 6. The delivery information block has been completed.
- ☐ 7. If required, the amount of the bid surety has been checked and the surety has been included.
- ☐ 8. Review the insurance requirements, if any, to assure you are in compliance.
- ☐ 9. The specified number of copies of your offer has been included.
- ☐ 10. Any addenda have been signed and are included.
- ☐ 11. The mailing envelope has been addressed to:
City of Phoenix, Purchasing, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.
- ☐ 12. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



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1. INTRODUCTION

The City of Phoenix invites sealed bids to **Replace The Clay Tile Roof At The Shermer Art Center** in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

2. SCHEDULE OF EVENTS

Bid Due Date: **February 27, 2009 at 2:00 p.m.**
Local Arizona Time

Bid Submittal Location: Calvin Goode Building
City of Phoenix Finance Department
Purchasing Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

Pre-bid Conference Date: **February 12, 2009, 10:00 a.m.**
Local Arizona Time

Pre-bid Conference Location: City of Phoenix / Shemer Art Center
5005 East Camelback Road
Phoenix, AZ 85018

City reserves the right to change dates and/or locations as necessary.

3. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested bidders may download the complete solicitation and addenda from <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html>. Internet access is available at all public libraries. Any interested bidders without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, 8th Floor, Phoenix, Arizona.

4. PREPARATION OF BID

4.1 All bid information shall be submitted on the forms provided in this solicitation. It is permissible to copy these forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due time and date. The City is not responsible for bidder's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be through and complete as to the city's needs.

4.2 It is the responsibility of all bidders to examine the entire solicitation and seek clarification of any 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 due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.



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- B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

- 4.3** The City does 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. The Bidder is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 4.4** Bidders are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.
- 4.5** Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 4.6** If provisions of the detailed specifications preclude an otherwise qualified bidder from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 4.7** Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 4.8** Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.

5. COMPLIANCE WITH AFFIRMATIVE ACTION IN EMPLOYMENT REQUIREMENTS

Bidders must be in compliance with Phoenix City Code, Chapter 18, Article V, as amended, Affirmative Action Program, **at the time of the bid due date**. Failure to comply with the reporting requirements of this Ordinance will result in your bid being rejected. Firms are also responsible for maintaining their eligibility during the life of any contract and failure to do so may result in termination of the contract. An Affirmative Action form is available on line at <http://phoenix.gov/mwsbe/> or by contacting the Purchasing Division at (602) 262-7181. Any questions in regard to this Affirmative Action Program should be directed to the Affirmative Action Contract Compliance Section of the Equal Opportunity Department, (602) 262-6790. The City of Phoenix extends to each individual, firm, Vendor, Supplier, Contractor and subcontractors an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of disadvantaged and/or minority-owned or women-owned businesses to reflect both the industry and community ethnic composition.



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6. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html> or by calling (602) 262-7181. The bidder shall acknowledge receipt of an addendum by signing and returning the document with the bid submittal.

7. LICENSES

If required by law for the operation of the business or work related to this Bid, Bidder must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The bidder 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.

9. SUBMISSION OF BID

Bids must be in the actual possession of the Purchasing Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Purchasing Division's clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Bidder's Name
Bidder's Address (as shown on the Certification Page)
IFB Number
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

10. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, a bidder (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

11. BID RESULTS

Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each bidder and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.



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A preliminary bid tabulation will be posted on the Purchasing Division's website, <http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful bidders.

Protest of an award recommendation must be filed within seven (7) calendar days after the award recommendation is posted on the website. Protests shall be in writing and filed with the Deputy Finance Director and must include all of the following:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the IFB number;
- A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- The form of relief requested.

12. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible bidder(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Bidder to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

13. BID INCENTIVE FOR PRODUCTS/SERVICES OFFERED BY A CERTIFIED SMALL BUSINESS ENTERPRISE (SBE)

In accordance with the Phoenix City Code 18-204 a 5% bid incentive will be given to local (Maricopa County) certified SBE firms competing for contracts valued up to \$250,000 in annual value or a 2.5% bid incentive for contracts over \$250,000 but under \$500,000 in annual value. In determining the lowest responsive and responsible bid or proposal any bid or proposal submitted by a local certified SBE firm shall be adjusted by reducing the price(s) of such bidder or proposer by the applicable bid incentive provided the SBE firm was certified at the time of the bid opening. This adjustment shall be solely for the purpose of establishing the apparent low bidder or proposer. The actual value of any contract awarded shall be the amount of the actual bid or proposal submitted by the SBE. To be eligible for the price preference SBE firms must be certified as such, by the City's Equal Opportunity Department, **prior to the bid opening date and time**, under the conditions set forth in Article VIII of the Phoenix City Code as amended.



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Notice: The process of becoming a certified SBE Firm by the Equal Opportunity Department takes several weeks. Please contact the Equal Opportunity Office at (602) 262-6790.

14. BID INCENTIVE FOR JOINT VENTURES INVOLVING CERTIFIED SBE FIRMS

In accordance with the Phoenix City Code 18-204, any qualified joint venture shall receive a 5% bid incentive when competing for contracts valued up to \$250,000, or a 2.5% bid incentive for contracts over \$250,000 but under \$500,000, when local certified SBE participation equals or exceeds thirty-five percent (35%) of the Joint Venture (JV). The SBE Joint Venture partner must be responsible for a clearly defined portion of the work to be performed. This portion must be set forth in detail separately from the work to be performed by the non-SBE JV partner.

The SBE JV partner's work must be assigned a commercially reasonable dollar value and use its own employees and equipment. The SBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV, in direct proportion to its stated level of JV participation. The SBE JV partner must perform work that is commensurate with its experience. The SBE JV partner must be certified local Vendor by the City's Equal Opportunity Department at the time of the bid opening.

To be considered for Joint Venture status, the bidder must state in the bid response the bidder's intention to perform the contract under a Joint Venture arrangement with a certified local SBE firm and must have applied for Joint Venture Certification by the City's Equal Opportunity Department **prior to the bid opening date and time**. The price preference will not be applied to bids or proposals submitted on a joint-venture basis if the application for certification was not received by the Equal Opportunity Department prior to the bid opening date and time. Contact (602) 261-8551; FAX (602) 261-534-1785, to apply for certification as an SBE Joint Venture.

15. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any bidder submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

16. BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Bidder's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the bidder shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Bidder or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Bidder's facilities (during normal business hours).



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the bidder fails to provide recommended information, the City may, at its sole option, ask the bidder to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute.
"Bidder"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Buyer"	City of Phoenix, City Purchasing Division staff person responsible for the solicitation.
"Days"	Means calendar days unless otherwise specified.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"EPA"	Environmental Protection Agency.
FIFRA	Federal Insecticide, Fungicide and Rodenticide Act.
"Offer"	Means bid or quotation.
"Solicitation"	Means an Invitation for Bid (IFB) or Request for Quote (RFQ).



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"Suppliers" Firms, entities or individuals furnishing goods or services directly to the City.

"Vendor" A seller of goods or services.

2. CONTRACT INTERPRETATION

2.1 APPLICABLE LAW: This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2 IMPLIED CONTRACT TERMS: Each and every provision of law and any clause required by law to be in the Contract shall 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 shall forthwith be physically amended to make such insertion or correction.

2.3 CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

- A. Special terms and conditions
- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Bidders
- H. Other documents referenced or included in the Invitation for Bid.

2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

2.5 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.

2.6 NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.



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- 2.7 PAROLE EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

- 3.2 PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If a bidder believes that a specific section of its bid response is confidential, the bidder shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Purchasing Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City.

- 3.4 AFFIRMATIVE ACTION:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.



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- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement.



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- 3.10 COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- 3.11 SUDAN AND IRAN:** Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.
- 3.12 CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 3.13 EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.
- 3.14 STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item 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 acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.
- 4.2 PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.



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- 4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Bidder certifies, by signing this bid that the prices offered are no higher than the lowest price the Bidder charges other buyers for similar quantities under similar conditions. Bidder further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The bidder shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.
- 5.3 NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
- 5.4 AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

- 6.1 TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.
- 6.2 ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.



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6.3 GENERAL INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK. The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

6.5 FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the 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 provision, 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 when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
- 6.7 DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.
- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.



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7.6 REPAIR AND REPLACEMENT PARTS: Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

7.7 WORKMANSHIP: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS

8.1 RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party 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 this contract.

8.2 NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.

8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

8.4 ON TIME DELIVERY: Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Bidder.

8.5 DEFAULT: In case of default by the bidder, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

8.6 COVENANT AGAINST CONTINGENT FEES: Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY): Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Purchasing Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Purchasing Division or designated representative, for



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quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.

- 8.8 COST JUSTIFICATION:** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

9. CONTRACT TERMINATION

- 9.1 GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 9.2 CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

- 9.3 CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



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1. FOB POINT

Prices quoted shall be FOB 5005 East Camelback Road, Phoenix, Arizona 85018, unloaded and installed.

2. SITE INSPECTION

A one-time walk-through site inspection tour will be conducted immediately following the pre-bid conference at 10:00 a.m. on February 12, 2009, 5005 East Camelback Road, Phoenix, AZ 85018. Submission of a bid will be prima facie evidence that the Bidder did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices. A sign-in sheet will be routed at the site inspection.

3. METHOD OF ORDERING (PURCHASE ORDERS)

Issuance of written purchase order(s) by the Purchasing Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Purchasing Division. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

4. METHOD OF INVOICING (VENDOR INVOICE)

Invoice must include the following:

- A. City purchase order number, requisition number, or contract agreement number.
- B. Items listed individually by the written description and part number.
- C. Unit price, extended and totaled.
- D. Quantity ordered, back ordered, and shipped.
- E. Applicable tax.
- F. Invoice number and date.
- G. Requesting department name and "ship-to" address.
- H. Payment terms.
- I. FOB terms.

**5. INDEMNIFICATION CLAUSE:
(STANDARD SERVICE)**

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.



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INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Complete Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limits (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

Worker's Compensation and Employers' Liability

Workers' Compensation and Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.



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ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



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6. SECURITY INQUIRES

The City, in its sole discretion, reserves the right, but not the obligation to: (1) have an employee/prospective employee of the Contractor be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and (4) object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of any and all inquiries requested by the City.

7. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held by the project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

8. ACCESS TO WORK AREA

The project manager will identify project areas, storage area and parking to be utilized by the Contractor.

9. SUSPENSIONS OF WORK

The City and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City of Phoenix. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

10. HAZARDOUS MATERIALS REQUIREMENTS – MSDS

Contractor shall provide a copy of the current Material Safety Data Sheet (MSDS) for the product(s) offered. The MSDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered. The Contractor shall provide required safety and health training for City employees on each product offered and for proper product use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the bid price for the product. The Contractor shall also accept returned product that was purchased as a result of this IFB or RFQ and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned at least forty-five (45) calendar days prior to any shelf-life expiration date noted on the product container(s).

All product containers provided should exhibit the Hazardous Material Identification System (HMIS) and/or the National Fire Protection Association (NFPA) labels/ratings on the containers.

City reserves the right to purchase the product that in the City's opinion is the least hazardous material suitable for use in the City's operations, price notwithstanding.

11. AIR POLLUTION EMERGENCY PROCLAMATION

The City of Phoenix requires contractors to specify in their submittal, to the extent practicable, the amount of reactive organic compounds in their products. Vendors should also advise the buyer of any substitute products the vendor has available which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified by the city. This notification should be provided at least ten (10) calendar days prior to the opening date.



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12. COMMUNICATION IN ENGLISH

It is mandatory that the lead person assigned to any facility be able to speak, read and write in English in order to communicate with the site contact.

13. PERFORMANCE INTERFERENCE

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Jeff Mitchell, Projects Planner

Phone: 602.319 1719 (T-F)

14. CONTRACTOR'S PERFORMANCE

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have five days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

15. EQUIPMENT/SAFETY

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

16. CLEANING

The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractor's expense. The work area shall be cleaned at the end of each work day.

All materials, tools, equipment, etc., shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day. If there is a question in this area, the project manager will be consulted.

17. HOURS OF WORK

All work under this contract shall be coordinated with the project manager. Any changes to the established schedule must have prior approval of the project manager.



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18. FINAL INSPECTION AND APPROVAL

The Contractor will request the project manager to conduct a site inspection after the project is complete. The project manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

After the "punch-list" items have been corrected, the Contractor will request a final inspection with the project manager. Final project approval is contingent upon the project manager's final inspection and written approval.

19. TYPES OF WORK SUPERVISION

The Contractor shall provide on-site supervision and appropriate training to assure competent performance of the work and the Contractor or authorized agent will make sufficient daily routine inspections to insure the work is performed as required by this contract. Contractor's job manager, supervisor and at least one employee on-site must be able to read chemical labels, job instructions and signs, as well as converse in English with management personnel.

20. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by Arizona Revised Statute A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. The City of Phoenix retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

21. EMERGENCY TWENTY-FOUR HOUR SERVICE

Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person and phone number who is authorized to release material to the City of phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.



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1. SCOPE

Contractor shall provide all labor, materials and equipment required to refurbish the roof of the Shemer Art Center, in accordance with the provisions and specifications contained herein.

- A. Furnish and install new enhanced roof underlayment, tile roof repairs/replacement, caulking/flashing repairs and miscellaneous materials to the City of Phoenix, Shemer Art Center, various roof areas, located at 5005 East Camelback Road, Phoenix, Arizona 85018. Total roof area is approximately 3,825 square feet (20 roof areas total).

Roof names and approximate square footages:

Roof	A1	B1	B2	B3	C1	C2	D1	E1	E2	F1
SIZE	150	200	200	50	750	375	250	200	275	50

Roof	F2	G1	G2	G3	H1	H2	J1	J2	J3	BUR
SIZE	75	50	75	100	225	400	175	75	75	75

- B. Work includes, but is not limited to:

1. Scheduling and coordination of small amounts of ACM roofing materials abatement. Asbestos Containing Material abatement to be performed by others (City).
2. Scheduling and coordination of work to be performed by other trades. Other trades work (HVAC) will be performed concurrently throughout this project.
3. Removal of clay roof tiles.
4. Structural deck repairs/replacement as required.
5. Installation of new, enhanced tile roof underlayment.
6. Reinstallation of existing roof tiles supplemented by installation of new tiles to match existing.
7. Miscellaneous materials, repairs and accessories.
8. Furnishing and installing "bird stops".
9. Installation of sprayed-in-place polyurethane foam and protective coating to BUR flat roof area and installation of sprayed-in-place polyurethane foam and protective coating repairs to office roof.

- C. Unit Pricing:

1. Wood decking planks to match existing. One unit shall equal one matching linear foot, installed.

2. QUALITY CONTROL

- A. Contractor shall engage a qualified system installer who has specialized in the installation of clay tile roofing materials and systems for roofs.
- B. Contractor shall assure the following:
1. Be experienced in tile roofing repairs and application (3 years minimum).
 2. Be capable and authorized by the material manufacturer to offer a manufacturer's ten (10) year roof system warranty.
 3. Make available for inspection, a list of projects employing similar systems within one hundred miles of the City of Phoenix.
 4. Provide the City of Phoenix with a document outlining the terms and conditions of the Contractor's/manufacture's warranty.



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5. Contact the City of Phoenix – Jeff Mitchell (602) 534-7463 and/or Independent Roofing Solutions (602) 544-3000 prior to the start of work, and prior to the application of final tile surfacing.
 6. All necessary permits that are required to complete the project will be at the Contractor's expense.
 7. Contractor shall maintain the original site foreman for the duration of the project.
 8. Site foreman shall be capable of verbal communication with the project managers and the roofing crew/laborers.
 9. The Contractor shall furnish the City of Phoenix and Independent Roofing Solutions with the construction schedule for the duration of the project.
 10. Upon commencement of the project, the project shall proceed on a daily basis, as dictated by the aforementioned construction schedule and specified hours of work, unless agreed upon by the City of Phoenix representative or prohibited by other factors
 11. If and when the Contractor anticipates working less than a full day's work on any part of this project, the Contractor will communicate their anticipated arrival and departure times for that specific day. The Contractor is required to communicate to the City of Phoenix this type of work schedule a minimum of two hours prior to arrival on the project site.
 12. Contractor shall communicate project status to the City of Phoenix representative every day in which the in-progress project is/was scheduled to be in-process.
 13. Contractor shall be familiar and adhere to all special conditions and requirements regarding work at City of Phoenix Parks and Recreation facilities.
 14. Contractor shall be properly and currently licensed to perform all aspects of this project.
- C. Roofing material supplier shall:
1. Shall provide local technical field representation to make periodic site inspections, report project progress and quality of work.
 2. Shall be approved by the City of Phoenix.
 3. Shall provide roof-covering materials bearing U.L. Classification Marking showing that the materials have been manufactured under U.L.'s classification and Follow-up Service.
 4. Provide documented performance information regarding past, similar applications in place (if required).
- D. Project Meetings
1. Pre-Bid Meeting
 - a. A one-time, Pre-Bid meeting and walk-through inspection will be conducted at the time and place stated elsewhere in this specification.
 - b. Questions regarding project site and specifications will be answered during this Pre-Bid meeting.
 - c. The Contractors will be able to familiarize themselves with the conditions that may affect bid prices at this time.
 - d. The bidders are strongly encouraged to attend the Pre-Bid meeting.
 - e. A sign in sheet will be furnished for registration at this meeting.
- E. Pre-Construction Meeting
1. Pre-Job Meeting
 - a. Pre-job meeting will be scheduled by the City of Phoenix within fifteen (15) days after notice of award.
 - b. Attendance:
 - a. Representative of the City of Phoenix.
 - b. City Roof Consultant
 - c. Material manufacturer representative.



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- d. Roofing Contractor's personnel, including estimator, project manager, superintendent and foreman; all are required to attend.
- e. All associated subContractors.
- c. Agenda will be as follows:
 - 1) Review Contractors special jobsite requirements and responsibilities.
 - 2) Confirmation of submittal of insurance certificates.
 - 3) Confirmation of executed City-Contractor agreement.
 - 4) Confirmation of distributed contract documents.
 - 5) Submittal of list of sub-contractors, required material submittals, and progress schedule.
 - 6) Designation of responsible personnel.
 - 7) Walkover inspection of project.
- F. Progress Meeting
 - 1. Will be scheduled by the City of Phoenix representative.
- G. Final Inspection
 - 1. Will be scheduled by the City of Phoenix representative upon project completion.
 - 2. Attendance:
 - a. The City of Phoenix representative.
 - b. Roofing consultant.
 - c. Material manufacturer's technical representative.
 - d. Roofing Contractor, (project manager and foreman).
 - 3. Minimum Agenda:
 - a. Walkover inspection.
 - b. Identification of problems, which may impede issuance of the warranty (punch list).
 - c. Issuance of applicable warranties and/or guarantees.

3. DELIVERY, STORAGE AND HANDLING

- A. Delivery of Materials:
 - 1. All materials shall be delivered in original, unopened packages, properly labeled for identification.
 - a. Provide only containers with seals unbroken, with labels legible and intact.
 - 2. Deliver materials in sufficient quantity to allow continuity of work.
 - 3. Coordinate delivery to avoid disrupting the City of Phoenix operations.
- B. Storage of Materials:
 - 1. Rooftop storage as per City requirements.
 - a. Materials shall be stored on dunnage to protect the existing roof surface.
 - b. Distribute material load to avoid point loading on the structure.
 - 2. Material storage areas will be designated by the City of Phoenix representative.
 - 3. Contractor shall furnish and maintain a closed, secure storage facility in which to store tiles as they are removed from the building. Protect removed tiles from breakage and vandalism
 - 4. On-site storage: arrange for storage so as to avoid blockage of any sidewalks/driveways as directed by City of Phoenix representative.
 - 5. The Contractor is responsible for storage and protection of all materials.
 - a. See the storage section of the manufacturer's product data sheet for specific requirements.
 - b. Store all materials as per manufacturer's recommendations.
 - 6. All materials stored on the roof shall be secured so as to prevent any slippage, falling, blow-off, or dangerous movement.



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- C. Handling of Material:
1. Handle all materials to avoid damage during transportation and installation.
 2. During existing roof removal, Contractor shall exercise care to avoid damaging existing roof tiles as it is the intent of this specification to reutilize as many of the existing tiles as possible.
 3. Material handling equipment shall be selected and operated so as not to damage existing construction, existing or newly applied roofing.
 - a. Do not operate or situate material handling equipment in locations that will hinder smooth flow of vehicular, support equipment or pedestrian traffic.
 4. Do not use materials that have been damaged to the point where they will not perform as specified.
 - a. Materials deemed damaged by the City of Phoenix representative and/or roofing consultant will be removed from the roof immediately.
 5. The Contractor shall be responsible for following the specific requirements of the material manufacturer safety instructions as listed on the application instructions and material safety data sheets (MSDS).

4. SITE CONDITIONS:

- A. Field measurements and material quantities:
Applicator shall have the SOLE responsibility for the accuracy of all measurements/estimates of material quantities, sizes and square footage take- offs.
- B. Existing conditions:
1. Building space directly under roof area covered by this specification will be utilized by on-going operations. Do not interrupt the City of Phoenix operations unless written approval is received from the City of Phoenix representative.
 2. Building and contents must be protected during the progress of the project.
 - a. Keep all roof areas watertight daily by replacing materials or providing temporary protection during progress of the project.
 3. Access to the roof shall meet City of Phoenix Parks and Recreation Department security requirements.
 4. No roofing employees will be allowed within the building, except when required to accomplish work related to this specification.
 - a. Notify the City of Phoenix representative prior to access to interior spaces.
 - b. If interior access is required, the Contractor shall exercise care for the protection of buildings components. If damage occurs, the Contractor shall replace/repair to the original condition at no cost to the City of Phoenix/occupant.
 5. Temporary sanitary facilities:
 - a. The Contractor shall furnish, install and maintain as required, temporary sanitary facilities for employee use during the project in conformance with all applicable laws, codes and regulations.
 - 1) Location of the sanitary facilities shall be at the City of Phoenix discretion.
 - 2) The Contractor shall remove the sanitary facilities upon completion of the project within five (5) working days.
 6. Perform all work so that no damage to the buildings or grounds will result.
 - a. Protect the interior of the buildings and contents.
 - b. Do not damage adjacent property.
 - c. Take care to avoid damage to adjacent finished materials that are to remain.
 - d. If finished materials are damaged, repair and finish to match existing as approved the City of Phoenix at the Contractor's expense.



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7. All materials resulting from any demolition work become the property of the Contractor.
 - a. Remove demolished materials, excess materials and debris daily from the project site; legally dispose of same.
 - b. Premise shall be kept clean and orderly at all times.
- C. Hours of Work:
 - a. All work under this contract shall be coordinated with the City Project Manager.
 - b. Any changes to the established schedule must have prior approval of the City Project Manager.
 - c. Hours of work shall be Monday through Sunday, any hours that do not conflict with the City of Phoenix Parks and Recreation Department schedule, unless prior written approval has been obtained from the City Project Manager.
 - d. A schedule of events shall be provided to the Contractor indicating what days/hours are not available to perform work at this facility.
- D. Environmental requirements:
 1. Do not install materials marked "keep from freezing" when daily temperatures are scheduled to fall below 40 degrees F.
 2. Do not install materials that have been stored above the manufacturer's maximum temperature recommendations.
 - a. Take care to store materials out of direct sunlight.
 3. Under NO circumstances shall any roofing materials be applied in the presence of surface moisture or dampness upon the roof deck.
 4. Contractor shall complete the work in such a manner that the project is at all times watertight should there be any change to inclement weather.
 - a. Do not leave walls, roof areas or flashings open.
 - b. Provide temporary roofing for watertight construction in advance of foul weather.
 5. Roofing material shall not be installed during precipitation, and shall not be started in the event there is a reasonable possibility of precipitation during the application.
 6. Comply with all manufacturers' application instructions and data sheets.
 7. Comply with all Federal, Arizona State and City of Phoenix environmental requirements.
- E. Security requirements:
 1. Comply with all City of Phoenix Parks and Recreation Department security requirements.
 2. The Contractor shall be familiar with all special security requirements specific to the job site.
 3. When required by the City of Phoenix, the Contractor shall furnish all employees City of Phoenix approved identification badges, which shall be worn by all employees while on City of Phoenix property.
 4. The Contractor's access to designated restricted areas is forbidden, unless prior written approval is granted.
 5. All doors or gates shall be secured upon completion of work and, if required, security systems shall be initialized.
 6. The Contractors shall submit prior to scheduling any work, a current list of names, addresses, and social security numbers of all employees requiring access to City of Phoenix facilities. Failure to do so may result in project delays and unsatisfactory performance.
 7. The Contractors are responsible for obtaining security clearances from the City of Phoenix for all employees designated for assignment located on City of Phoenix property as required.
 8. The Contractor grants the right for the City of Phoenix to conduct background checks of all employees, including all management personnel, before access to facilities will be given.
 9. The City of Phoenix reserves the right to change the restricted areas as they dictate.
 10. The City of Phoenix may, at any time, in its sole discretion, refuse to allow a Contractor's employee access to an area for any reason.



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F. Safety requirements:

1. All application, material handling and associated equipment shall conform to, and be operated, in conformance with OSHA safety requirements.
2. Comply with Federal, State, local, and City fire and safety requirements.
 - a. This includes safety of public, placement of barricades (at Contractor's expense), providing personnel on duty at all times when work is in progress at any areas used by public, to protect all people from accident or injury.
3. The Contractor shall be familiar with all safety requirements specific to the job site.
4. Advise the City of Phoenix whenever work is expected to be hazardous to City of Phoenix employees and/or operations.
5. Maintain a crewman as a floor area guard whenever roof decking is being repaired or replaced.
6. Maintain a sufficient number functioning fire extinguishers with easy access at all times.
7. The Contractor shall comply with all manufacturer's safety guidelines, publications, and requirements.
8. The Contractor shall furnish Material Safety Data Sheets (MSDS) for all products utilized on the project.
9. The Contractor shall have all applicable MSDS, a copy of this SPECIFICATION, addendums, change orders and any other relative documents pertaining to this project ON SITE, AT ALL TIMES.
10. When at all possible, any air intakes should be completely shut down if the intakes are located in areas where fumes from roofing materials may be introduced into the air system.
11. When at all possible, any air intakes, after being shut down, should be blocked to prevent fumes from seeping into the air system and collecting in low areas.
12. Ensure minimum interference with roads, streets, driveways, sidewalks and adjacent facilities where applicable.
13. Do not close or obstruct roads, streets, driveways, sidewalks, alleys or passageways without permission from the authorities having jurisdiction.
14. NO SMOKING shall be permitted on any roof or deck area.

5. SUBSTITUTIONS

- A. When a particular make or trade name is specified, it shall be indicative of standard required.
- B. Alternate materials may be accepted when they meet performance standards as specified.
- C. All material substitutions MUST be approved by the City of Phoenix in writing.
- D. See paragraphs of the attached General Bidding Instructions and Conditions of Purchase for further details.
- E. The Contractor shall include three (3) job references for inspection within fifty - (50) miles of the City of Phoenix where substitutes were used under similar conditions.
- F. The Contractor shall submit to the City of Phoenix representative, the smallest package of any adhesive, coating, mastic, sealant, or insulation (if required).
- G. The Contractor shall include accredited testing laboratory certificate comparing substitutes physical/performance attributes to those specified (if required).
- H. All requests for deviations from this specification regarding procedures must be submitted in writing to the City of Phoenix.
- I. DO NOT PROCEED WITH CHANGES WITHOUT WRITTEN AUTHORIZATION FROM CITY.



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6. GUARANTEE

- A. Contractors warranty:
 - 1. The Contractor shall provide the City of Phoenix with document, outlining terms and conditions of the Contractor guarantee, with the bid.
 - 2. Upon completion, final acceptance by the City of Phoenix, Roofing Consultant and Manufacturer, Contractor shall issue the City of Phoenix a three-year (3 year) guarantee against defective workmanship and roofing materials.

7. CODES AND REFERENCES

- A. Comply with rules, regulations and procedures affecting work, including obtaining and paying for all permits, licenses and other legal fees required.
- B. The following is a list, but is not limited to, of applicable rules, regulations and procedures that shall be adhered to while performing work on this project; latest revision applies:
 - 1. 2006 International Building Code.
 - 2. 2006 International Mechanical Code.
 - 3. 2006 International Plumbing Code.
 - 4. 2006 International Fire Code.
 - 5. All applicable Federal, State, County and City codes.
 - 6. ASTM – American Society for Testing Manufacturers.
 - 7. MRCA – Midwest Roofing Contractors Association, Inc.
 - 8. NRCA Roofing and Waterproofing Manual – Fifth Edition.
 - 9. Underwriters Laboratories, Inc. (UL)
 - 10. Factory Mutual Systems (FM)
 - 11. American National Standards Institute (ANSI)
 - 12. Occupational Safety and Health Standards for the Construction Industry.
 - 13. Energy Star Roofing Product Program Department of Energy.
 - 14. Sheet metal and Air Conditioning Contractors National Association, Inc. (SMACNA).
 - 15. Tile Roofing Institute Installation Manual for Moderate Climate Regions ICC-ES ESR 2015P.
 - 16. Phoenix Historical Society.

8. RANDOM SAMPLING

- A. Roofing materials:
 - 1. During the course of work, the City representative and/or roofing consultant may secure samples of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified materials.
 - 2. If test results prove that a material is not functionally equal to specified material:
 - a. Contractor shall pay for all testing.
 - b. The City of Phoenix will charge the Contractor a deviation fee up to 20% of the contract price if all work has been completed before test results become known.
 - c. The City of Phoenix will charge the Contractor a deviation fee in proportion to the amount of work completed before test results become known.
 - 1) Remaining work shall be completed with materials specified.
 - d. Should the designated City of Phoenix inspector perform a re-inspection due to failure of compliance with this specification, the City of Phoenix will compensate the inspector for additional services.
 - 1) The City of Phoenix will deduct the amount of such compensation from the final payment to the Contractor.



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9. REGULATORY REQUIREMENTS

- A. The Contractor is responsible for obtaining all necessary building permits and associated costs.
- B. The Contractor shall adhere/comply with quality control, references, specifications and manufacturer's requirements. Where conflict may exist, the more stringent requirements shall govern.
- C. If encountered, all ASBESTOS containing materials shall be removed and disposed of in keeping with all current Federal, State and City requirements.
- D. PRODUCTS CONTAINING ASBESTOS ARE PROHIBITED ON THIS PROJECT.

10. ACCEPTABLE MANUFACTURER

- A. Polyglass USA, Inc. 150 Lyon Drive, Fernley, NV 89408, 800.222.9782
- B. Tile: Gladding, McBean, 601 7th Street, Lincoln, CA 95648, 800.964.2529, <http://gladdingmcbean.pacocast.com> or similar to match existing.
- C. Battens Plus Inc. 530.620.5287
- D. ANY ACCEPTABLE ALTERNATE MUST MEET OR EXCEED PHYSICAL PERFORMANCE CRITERIA OF SPECIFIED MATERIAL AND BE APPROVED BY THE CITY OF PHOENIX
 - 1. The Contractor shall be required to submit all acceptable alternate documentation as part of the Contractor's bid submittal. Documentation includes, but not is not limited to, the following:
 - a. Technical data sheets on all individual components of the proposed alternate material/system.
 - 1) To include all related sub-documents and support document information.
 - b. Fully documented manufacturer's guide specifications, application/installation instructions, procedures and/or similar documentation, for all related aspects of the project.
 - 1) To include all related sub-documents and support document information.
 - c. MSDS's for all products/materials utilized.
 - d. The City of Phoenix reserves the right to request further information as necessary.
 - 2. Bids submittals that do not contain the required or requested documentation may be deemed non-responsive.

11. ROOFING MATERIALS

- A. Tile Underlayment: Polystick TU by Polyglass (or approved alternate).
- B. Replacement Tile: Gladding McBean, profile to match (or approved alternate).
- C. Battens: BattenUP by Battens Plus Inc. (or approved alternate).
- D. Metal Fasteners : Base sheet and Battens – as per RTI/WSRCA, ASTM A641 Class 1
- E. Metal fasteners used in connection with galvanized sheet metal details shall be hot dipped galvanized, barbed and sufficient length to fully penetrate the substrate.
- F. Adhesive shall be NP1, Sonolastic, one-component elastomeric gun-grade polyurethane sealant, by Sonneborn, or approved alternate.
- G. Hip, ridge tile and Bird Stops: Per local building codes, as directed by the City of Phoenix.
- H. Metal edge and chimney/chimney metal paint shall be 100% acrylic, exterior satin finish, color shall be "Weathered Coral" by Dunn Edwards Paints. ????
- I. BUR Base Sheet: Polyglass Elastoflex SA V FR (self adhesive) fiberglass reinforced, base membrane. Nominal thickness 80 mils.
- J. BUR Cap Sheet: PolyFlex SA P FR, granule surfaced APP modified cap sheet (self adhesive). Nominal thickness 140 mils.
- K. BUR Parapet Wall Flashing Sheet: Polyall SA (self adhesive) fiberglass reinforced, foil faced flashing membrane. Nominal thickness 134 mils



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- L. BUR Asphalt Primer: To meet ASTM D-41-73.
- M. Sprayed-in-place polyurethane foam:
 - 1. Polyurethane foam: Elastospray 81302 by BASF Corporation (or approved alternate). A two-component formula designed for spray nozzle mixing and application resulting in a high quality, rigid urethane. A zero ozone depleting spray polyurethane foam insulation, implementing HFC 245fa from Honeywell as the blowing agent. Polyurethane foam shall be of the proper formula (winter grade, summer grade, or regular grade) to meet the climatic conditions at the time of application, and shall be classified as UL 790 Class A fire rated and classified by U.L. for use on the deck type indicated. Foam Pak or Froth Pak not acceptable.
 - 2. Foam properties:

Density, as applied ASTM D-1622	3.0 pcf
Compressive Strength parallel to rise ASTM D-1621	52 psi
Moisture (perm/inch)	0.8 perm
Closed Cell Content ASTM D-1940	98%

- 3. Elastomeric Coating for foam: Diathon by United Coatings (or approved alternate). A pure elastomeric coating especially developed for protection of sprayed polyurethane foam insulation. Water-based, high solids elastomeric, ultraviolet resistance, fire retardant, fire resistant, Note: All reflective coatings utilized on this project shall meet minimum standards of ASTM D 6083 and shall be certified Energy Star, Color to be White, per Energy Star requirements, contrasting colors within coats shall be utilized to verify thickness once applied. Ensure uniform color appearance.
- 4. Elastomeric coating for foam properties:

Solids by weight, %, ASTM D1644	66 (+-2)
Solids by volume, %, ASTM D2697	55 (+-2)
Ultimate Tensile, psi@75F, ASTM-D412	250 (+-20)
Elongation/break, %@75F, ASTM D-412	280 (+-20)
Hardness, Shore A, ASTM D-2240	55-60

12. WOOD BLOCKING AND CURBS

- A. Wood utilized on this project shall be Redwood or Southern Pine #2 grade, free from warping and visible decay, pressure treated with alkaline copper quat, copper azole, sodium borates or ammoniacal zinc arsenate. Applications requiring the use of wood shall be pre-approved by the City of Phoenix for the specific application, prior to installation of wood.

13. GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with inspection and test agencies engaged or required to perform services in connection with acrylic coating system installation and repairs.
- B. Protect other work from damage resulting from installation of roofing materials. Replace/restore other work damaged by installation of roofing system or other associated work.
- C. Follow manufacturer's and RTI/WSRCA Moderate Climate recommendations for application of all roofing materials.

14. INSPECTION

- A. Verify installation conditions as satisfactory to receive work.
- B. Do not install new roofing materials until all unsatisfactory conditions are corrected.
 - 1. Beginning of work constitutes acceptance of conditions.



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- C. Prior to application of materials, verify that work of other trades penetrating roof deck or requiring crew and equipment to transverse roof deck has been completed and approved by the City of Phoenix, manufacturer and consultant.
- D. Thoroughly check all projections, curbs and deck for inadequate anchorage, foreign material, moisture or unevenness that would prevent quality and execution of the new roofing system.

15. GENERAL WORKMANSHIP

- A. The substrate shall be free of foreign particles/material prior to application of new roofing materials. All work areas must be cleaned, dry, completely laminated before application of new materials.
- B. All traffic and equipment must be kept off the newly installed roof system until the materials have cured/set according to the manufacturer's recommendation.
- C. Wrappers and packaging materials are NOT to be included within the roofing system.
- D. Entrapped aggregate, foreign material or foreign objects are not permitted within the new base sheet application. The discovery of such material is sufficient cause for rejection.
- E. Base flashing height shall be not less than three inches above the top of the cants, not higher than twelve inches above finished roofing surface.
- F. Cover all mastics with white, acrylic reflective coating. At the completion of project, no mastic shall be visible.
- G. All foreign debris and abandoned materials shall be removed from roof and discarded properly.

16. EXECUTION

- A. Protection
 - 1. The Contractor shall be responsible for the protection of property during the course of work.
 - a. Trees, shrubbery, paved areas, and building shall be protected from damage. Repair damage at no extra cost to the City of Phoenix.
 - 2. Roofing and flashings shall be installed in a watertight manner on the same day of installation or before arrival of inclement weather.
 - 3. At the end of each working day, partial installation shall be sealed with water stops along edges to prevent all water entry.
 - 4. Preparation work shall be limited to those areas that can be covered with installed roofing material on the same day or before the arrival of inclement weather.
 - 5. Provide at the site, prior to commencing removal of debris, a dumpster or dump truck to be located adjacent to building where directed by City Representative/project manager.
 - a. Construct an enclosed chute, from the roof to debris receptacle, for removal of debris from the roof area (if required).
 - b. Protect building surfaces at chute/set-up and pumping areas with secured tarpaulins.
 - c. Remove the debris receptacle from the premise when full, empty at an approved dumping or refuse area and return to site for further use.
 - d. On-site refuse facilities shall NOT be used.
 - e. Upon project completion, debris receptacle/chute shall be removed from the premises.
 - f. Spilled or scattered debris shall be cleaned up immediately.
 - g. Removed materials are to be disposed from the roof areas as they accumulate.
 - 6. Arrange work sequence to avoid use of newly constructed roofing for storage, walking surface, and equipment movement. Move equipment and ground storage areas as work progresses.
 - 7. Repair or replace (as required) the deteriorated or defective work found at the time of the above inspection to a condition free of damage and deterioration at the time of substantial completion and in accordance the requirements of the specified warranty.



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8. Contractor shall schedule and coordinate roofing work in conjunction with work to be performed by other trades. Other trades work (abatement & HVAC) will be performed concurrently throughout this roofing project.
- B. Abandoned equipment removal.
 1. Remove all abandoned equipment where indicated, as per City of Phoenix representative.
 - a. Repair any openings within the roof system or Stucco walls with similar materials. Match existing color/texture. Seal wall voids or cracks with an application of acrylic sealant.
 - b. Ensure all open joints, penetrations or openings are watertight
 - c. Cover all exposed repairs with paint to match existing.
- C. Existing tile removal
 1. Carefully remove existing tiles to avoid breakage and store for reinstallation.
 - a. CAUTION: All undamaged tiles shall be re-utilized.
 - 1) Avoid damaging existing tile during removal and storage.
 - 2) Properly dispose of damaged, not re-useable, tiles.
 2. Contractor shall supply locking storage pod for storage of any removed tiles. Unit shall be located as per City of Phoenix Parks Department direction.
- D. Sweep entire area and repair decking as required.
 1. Replace damaged wood deck with similar or approved alternate plywood materials as required.
 2. Ensure deck is securely fastened.
- E. Penetration repairs
 1. Prime metal as per manufacturer requirements.
 2. Five course base of all projections with acrylic mastic and reinforcing membrane. Seal completely.
 3. Ensure a watertight installation.
- F. Roof edge repairs
 1. Wood edge at roof edge
 - a. Upon installation of new underlayment, terminate sheet neatly to edge of roof edge. Insure complete lamination at roof edge.
 - b. Where required, repare surface to accept paint as per City requirements
 - c. Ensure a uniform and aesthetically acceptable appearance.
- G. Roof terminations at walls
 1. Repair/replace metal counterflashings as required. Remove all damaged sealants and prepare surfaces to accept new materials.
 2. Install sidewall metal details as per RTI/WSRCA Detail MC-13A where required.
 3. Paint all roof termination metals per the City of Phoenix.
- H. Valley metal
 1. Furnish and install valley metals per manufacturer's recommendations.
 2. Valley shall be of "open" type.
 3. Paint all valley metals per the City of Phoenix.
- I. Underlayment installation
 1. Install specified underlayment as per manufacturer's requirements.
 2. Envelope metal edging flange.



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3. Do not proceed with tile installation until base sheet has been inspected and approved by City representative.

J. Batten Installation

1. Install specified battens parallel to eave line – mechanically attach.
2. Battens shall be installed so as to engage roof tile anchor lugs.
3. Fastening patterns as per Table 1A/1B of RTI/WSRCA installation manual.

17. TILE INSTALLATION

A. Install new tile/re-install salvaged tile per manufacturers' recommendations and specifications.

1. Disperse new tiles within salvaged tiles during installation to form an aesthetically pleasing design/finish.
2. Install all new tiles within various roof areas, as directed by the City of Phoenix.
3. Install all salvaged tiles within various roof areas, as directed by the City of Phoenix.

B. Ridge, rake and bird stops

1. Install as per manufactures requirements.
2. Tile terminations (where required)
 - a. Utilize appropriate blend of cementitious material, aggregate and water mixed mortar to construct appropriate jointing. Tint to meet City requirements.
3. Furnish and install bird-stops.
 - a. Ensure all tiles are adequately fastened.
 - b. Ensure surface colors match existing surrounding materials.

18. FLAT BUR ROOF AREAS

A. Remove and store roof tiles at flat BUR roof areas.

1. Clean and prime roof and wall areas. Secure all loose roofing materials.
2. Install polyurethane foam to roof and walls, per material manufacturer requirements to a minimum thickness of 1.5 inches roof and 1 inch walls. Insure positive drainage.
3. Install specified coating to roof area, walls and copings. The coating applications shall result in a TOTAL of 4.5 to 5 gallons per 100 sq.ft., and confirmed by the presence of a minimum of 36 dry mils.

B. Re-set roof tiles at copings secured in foam manufacturer approved adhesive.

19. OFFICE ROOF AREA

A. Remove damaged foam and dispose of all damaged materials.

B. Allow wet areas to dry completely.

C. Install specified polyurethane foam to damaged areas. Grind to insure proper water evacuation.

D. Install specified coating to roof area, walls and copings. The coating applications shall result in a TOTAL of 4.5 to 5 gallons per 100 sq.ft., and confirmed by the presence of a minimum of 36 dry mils.

E. Utilizing trowel grade acrylic mastic and polyester web, three course entire parapet wall coping. Straight line to one inch short of outer side of parapet wall.

20. ADJUSTING AND CLEANING

A. Repair of deficiencies

1. Installations or details noted as deficient during the final inspection must be repaired and corrected by the Contractor, and made ready for re-inspection, within ten (10) working days.



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B. Clean-up

1. Immediately upon project completion, the roof membrane and flashing surfaces shall be cleaned of all debris.
2. Esthetics must be acceptable to the City of Phoenix and consultant.

21. CLOSE-OUT PACKAGE

- A. Upon completion and City acceptance of project, before payment is made, the Contractor shall provide/deliver close-out documentation to the City, which must include the following:
1. A complete list of all materials utilized throughout the course of the project.
 2. MSDS for all products utilized throughout the course of the project.
 3. Manufacturers' recommended maintenance procedures for all products utilized throughout the course of the project.
 - a. If applicable and available, a published Manufacturers' Maintenance Manual or Maintenance Procedures for the specific type of roof system installed.
 4. Manufacturers' Warranty documents and/or Contractors' Guarantee

22. ROOF DIAGRAM

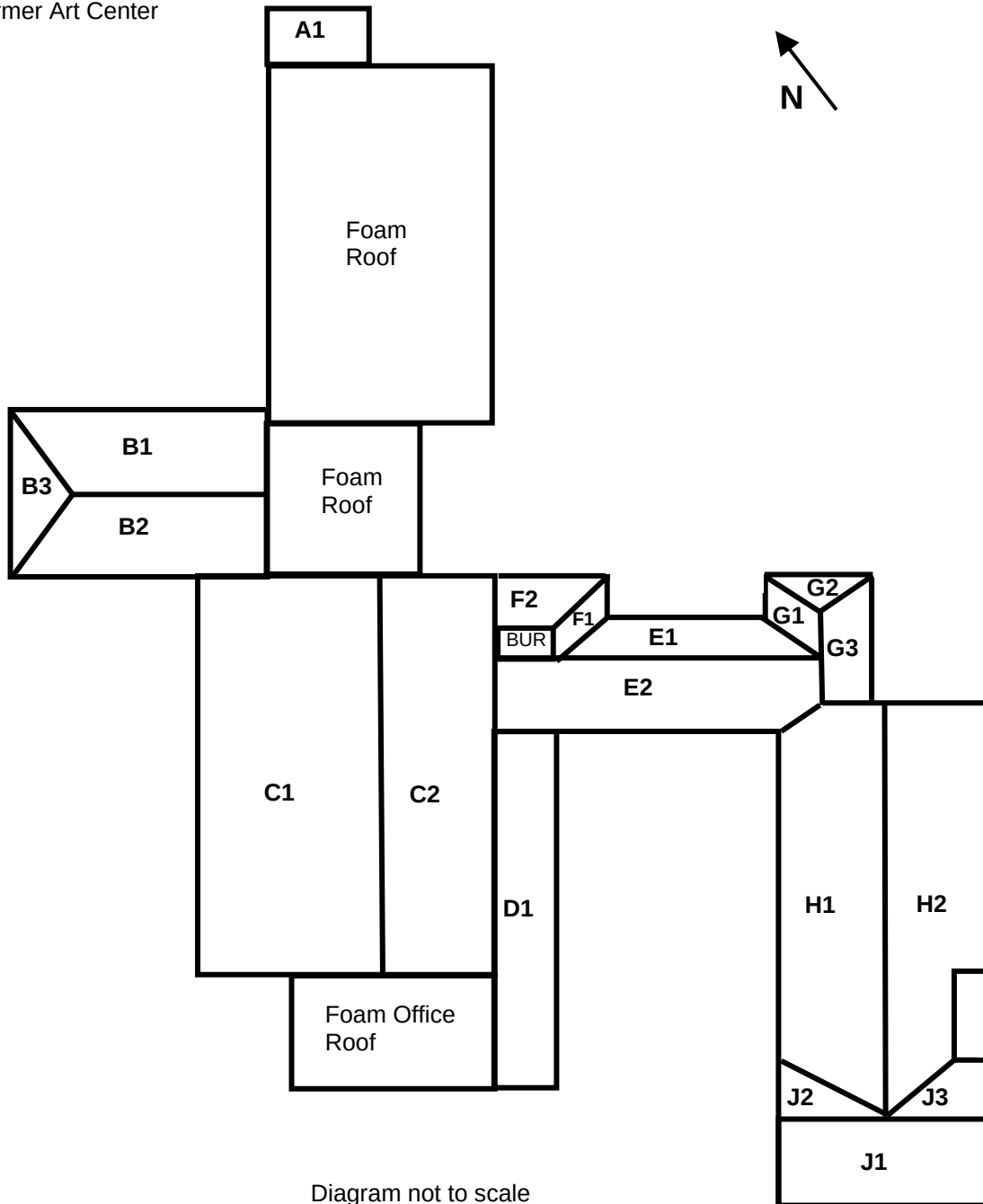
A roof diagram is located on the following page.



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Shermer Art Center





SECTION V - SUBMITTAL

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251 W. Washington Street
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Phone: (602) 262-7181

Please submit one original and two (2) copies of the Submittal (Section V). **Please submit only Section V, do not submit a copy of the entire IFB document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

1. BID PRICE SCHEDULE

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

Provide all labor, material, and equipment to REPLACE CLAY TILE ROOF AT THE SHEMER ART CENTER, 5005 East Camelback Road, Phoenix, AZ 85018, in accordance with the specifications and provisions contained in this bid, on the buyer's property ready for use.

\$ _____
Total Contract Price
(Excluding applicable Taxes)

Product Manufacturer and Model Number(s) _____
Include evaluative literature of alternate materials.

Additional Unit Pricing

Replacement of damaged wood deck. One Unit = 4'x8' area: \$ _____ / Unit
(See Section IV, Paragraph 1.B)

2. PAYMENT TERMS

Bidder offers a prompt payment discount of _____% _____ calendar days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 calendar days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

3. DELIVERY

Bidder states that item(s) ordered will be delivered _____ calendar days after receipt of order. This delivery schedule shall include any time for shipping.

Company Name _____

Bid Opening Date: February 27, 2009, 2:00 p.m.

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4. CONTRACTOR LICENSING REQUIREMENTS

Bidders shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. 32-1151, and unless otherwise exempted by A.R.S. 32-1121, bidders should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to the submission of a bid. The bidder certifies possession of the following license:

Licensed Contractor's Name _____

Class _____

License Number _____

Expiration Date _____

5. CUSTOMER REFERENCE LISTING

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for Roof Replacement of similar scope and size:

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Bid Opening Date: February 27, 2009, 2:00 p.m.

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SECTION V - SUBMITTAL

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OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of Invitation for Bid and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

THE BELOW DATE IS A MANDATORY ENTRY.

VENDORS MUST BE AA COMPLIANT AT THE TIME OF BID SUBMITTAL
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE

Enter Affirmative Action Compliance **Expiration Date**

Call 602-262-6790 to confirm Date,
registration procedures located at
<http://phoenix.gov/BUSINESS>

Bidder certifies that bidder has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Authorized Signature

Date

Printed Name and Title

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____

Company Name _____

Bid Opening Date: February 27, 2009, 2:00 p.m.

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Purchase Order Mailing Address (if different from above)

Name _____

Address _____

City, State and Zip Code _____

Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.

Name _____

Address _____

City, State and Zip Code _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Frank Fairbanks, City Manager

City Clerk

Susan Perkins, Deputy Finance Director

Approved as to form this 14 day of September, 2006.

Awarded this _____ day of _____, 2009.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Company Name _____

Bid Opening Date: February 27, 2009, 2:00 p.m.

Solicitation No. IFB 09-133 (JH)

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