



**CITY OF BULLHEAD CITY
BULLHEAD CITY, ARIZONA**

NOTICE OF INVITATION FOR BID

REQUEST FOR OFFER NO: Asphalt Emulsion for Slurry Street Improvement Projects
27-PW-008E

OPENING DATE AND TIME: July 1, 2026, at 1:00 PM Arizona Time

STREET ADDRESS:
City of Bullhead City
2355 Trane Road
Bullhead City, Arizona 86442

MAILING ADDRESS:
City Clerk's Office
2355 Trane Road
Bullhead City, AZ 86442

Sealed offers for pricing on quantities reflected in the invitation to bid for the **Asphalt Emulsion for Slurry Street Improvement Projects** ("IFB") will be received by the Bullhead City Clerk's Office, City of Bullhead City, 2355 Trane Road, Bullhead City, Arizona 86442, until the time and date cited above.

Offers must be in the actual possession of the City Clerk's Office on or prior to the exact time and date indicated above. Late or unsigned offers will not be considered under any circumstances.

Offers must be submitted in a sealed envelope. The offer invitation number and Offeror's name as well as address should clearly be indicated on the envelope. All offers must be completed in ink or typewritten and the offer should be returned by the time and date cited above. Offerors should read the entire bid package.

OFFERED BY:

NAME OF COMPANY _____

STREET OR P.O. BOX _____

CITY, STATE AND ZIP CODE _____

E-MAIL _____

PHONE _____

IMPORTANT OFFER CHECKLIST

- 1. **The offer has been signed in the Offer Section. Offers not signed in this section will not be considered.**
- 2. **Any required drawings or descriptive literature have been included.**
- 3. **Any addendum(s) or exceptions have been included/noted in Offer Section.**
- 4. **The mailing envelope/package has been addressed to:**

STREET ADDRESS: City of Bullhead City -City Clerk 2355 Trane Road Bullhead City, Arizona 86442	MAILING ADDRESS: City Clerk's Office 2355 Trane Road Bullhead City, Arizona 86442
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- 5. **The offer package/envelope has been identified with offer number and title.**
- 6. **If the offer is mailed it must be sent in time to be received and stamped in no later than the specified time on the designated date.**
- 7. **One original and one copy have been included.**
- 8. **All prices been reviewed for mathematical accuracy and the offer finalized.**

ADVERTISEMENT

Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E

INVITATION FOR BID

The City of Bullhead City, Arizona is extending an Invitation for Bid (hereinafter “offer(s)” or “IFB”) for the purchase and delivery of up to 1,400 tons of PMCQS-1h **Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E**.

All submittals (one original and one copy) must be submitted in a sealed envelope plainly marked “**Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E**” and be addressed to the City Clerk’s Office, City of Bullhead City, 2355 Trane Road, Bullhead City, Arizona 86442, and received by no later than **1:00 PM**, Arizona time on **July 1, 2026**.

A complete copy of this IFB, including specifications, instructions and any amendments may be obtained by going to the City of Bullhead City website at <https://www.bullheadcityaz.gov/government/bid-information> or Public Purchase website at <https://www.publicpurchase.com/> to download the bid document. Brief procedural questions concerning this IFB can be directed to Casey Lemmons, Administrative Analyst, 2355 Trane Road, Bullhead City, Arizona 86442 (928) 763-9400, FAX (928) 763-0131 or by email at clemmons@bullheadcityaz.gov. Brief procedural questions may be submitted and responded to informally. Technical questions regarding the substance of this IFB must be in writing and submitted to David Witzel, Pavement Management Preservation Specialist, by email at dwitzel@bullheadcityaz.gov and received no later than **June 16, 2026**. Questions may then be responded to by written amendment to this document. Oral statements or instructions do not constitute an amendment to the IFB.

The City of Bullhead City reserves the right to accept or reject any or all responses or parts thereto.

Publish:

June 3, 2026
June 10, 2026
June 17, 2026
June 24, 2026

Table of Contents

NOTICE OF INVITATION FOR BID.....	1
IMPORTANT OFFER CHECKLIST	2
ADVERTISEMENT	3
INSTRUCTIONS TO OFFERORS.....	5
STANDARD TERMS AND CONDITIONS.....	7
SPECIAL TERMS AND CONDITIONS	15
TECHNICAL SPECIFICATIONS	24
OFFER	28
NOTICE OF AWARD.....	31
APPENDIX A - INSURANCE REQUIREMENTS	32
APPENDIX B – AUTHORIZED SIGNATURE AFFIDAVIT.....	33
APPENDIX C – NONCOLLUSION AFFIDAVIT	34

INSTRUCTIONS TO OFFERORS

1. Preparation of Solicitation:

- a. All responsive offers shall be on the forms provided in this solicitation. It is permissible to copy these forms as required.
- b. The Offer document of the solicitation must be submitted with an original ink signature by the person authorized to sign the offer. Unsigned offers will be considered non-responsive and rejected.
- c. Erasures, interlineations, or other modifications in the offer must be initialed by a person authorized to sign the offer section of the solicitation.
- d. In case of error in the extension of prices in the offer, the unit price will govern. No offer shall be altered, amended, or withdrawn after the specified time and date for opening offers.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any item or requirement that may not be clear to them and to check all responses for accuracy before submitting an offer.
- g. No responsibility will attach to a City employee for premature opening of an offer not properly addressed and identified in accordance with the solicitation documents.
- h. A late submittal notification will be sent to the Offeror. Late offer submittals will not be considered under any circumstances.
- i. Envelopes with insufficient postage may not be accepted by the City.

2. Prospective Offerors Conference: A prospective Offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation.

3. Withdrawal of Offer: At any time prior to the specified time and date set for offer opening, an Offeror (or a designated representative) may withdraw the offer.

4. Amendment of Solicitation: Receipt of a solicitation amendment must be acknowledged by the Offeror in the submittal.

5. Discounts: Payment discount periods will be computed from the date of receipt of goods or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges

are itemized, any discount provided will be taken on the full amount of invoice. Payment discounts of 30 calendar days or more will be deducted from the offer price in determining the low offer. However, the City shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.

6. **Taxes:** The City of Bullhead City is not exempt from Federal Excise Tax and Arizona and City sales tax. Quotations must be separated to show the amount to be added for taxes of any kind, if applicable.
7. **Award of Contract:**
 - a. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "All or nothing" offer, it must be so indicated on the Offer Sheet.
 - b. The City, notwithstanding any other provisions of this solicitation (including attached documents), expressly reserves the right to:
 - i. Waive any insignificant defect or informality in any offer or solicitation procedure;
 - ii. Reject any or all offers; or
 - iii. Reissue the solicitation.
 - c. An offer in 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. Offers do not become contracts unless, and until, they are accepted by the City. A contract is formed when the City gives written notice of award(s) to successful Offeror(s) and the acknowledgment is received.
8. **Award:** Awards shall be made with reasonable promptness to the lowest responsible, responsive Offeror(s) whose offer(s) best conforms to the solicitation and is the most advantageous to the City with respect to price, conformity to the specifications and other factors. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining lowest bid. Other factors to be considered may include, but are not limited to, quality, uniformity of product, and the Offeror's past performance on other contracts with the City. When in the best interests of the City, awards may be made to other than the lowest price offer.
9. **Offeror Registration:** Prior to the award of a contract, the successful Offeror should have a completed Vendor Registration Form and current IRS Form W-9 on file with the City Finance Department.
10. **Business License:** If applicable prior to the award of a contract, the successful Offeror should have a completed Business License on file with the City Finance Department.

STANDARD TERMS AND CONDITIONS

CITY OF BULLHEAD CITY

Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E

The following terms and conditions are an explicit part of the solicitation and any resultant contract. Any exceptions must be specific and in writing.

1. **CERTIFICATION.** By signature in the Offer section of the solicitation, the Offeror certifies that:
 - a. The Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of any contract resulting from this solicitation.
 - b. The prices in this solicitation have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor, or potential vendor.
 - c. The Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et. seq.
2. **CONTRACT MODIFICATION.** No modification of this Contract shall bind City unless a formal Contract amendment is executed between City and Offeror.
3. **SHIPMENT UNDER RESERVATION PROHIBITED.** Offeror is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
4. **PACKING AND SHIPPING.** Offeror shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.
5. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all provisions of this Contract as to time of delivery, quantity, assortment, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Offeror shall not have the right to substitute a conforming tender.
6. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.** Each installment or lot of this Contract 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 Contract and constitutes a breach of the Contract as a whole.
7. **GRATUITIES.** The City may, by written notice to the Offeror, cancel this Contract if it is found by City that gratuities, in form of entertainment, gifts or otherwise were offered or given by the Offeror

or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of a contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Offeror the amount of the gratuity.

8. **WARRANTIES.** Offeror warrants that all goods delivered under this Contract will conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by City shall not alter or affect the obligations of Offeror or the right of City under the foregoing warranties.
9. **ASSIGNMENT - DELEGATION.** No right or interest in this Contract shall be assigned by Offeror without the written permission of City, and no delegation of any duty of Offeror shall be made without permission of City. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this section.
10. **ASSIGNMENT - CLAIMS.** Offeror and the City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by the City. Therefore, Offeror hereby assigns to the City any and all claims for overcharges.
11. **ADVERTISING.** Offeror shall not advertise or publish, without City's prior consent, the fact that City has entered into this Contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
12. **DELIVERY ORDERS.** The City shall issue a Purchase Order for the goods covered by this Contract. All Purchase Orders will reference the Contract number as indicated on the solicitation.
13. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to City until City actually receives the goods at the point of delivery.
14. **INSPECTION.** All goods are subject to final inspection and acceptance by City. Material failing to meet the requirements of this Contract will be held at Offeror's risk and may be returned to the Offeror. If returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses is the responsibility of the Offeror.
15. **LIENS.** All goods delivered and labor performed under this Contract shall be free of all liens, and if City requests, a formal release of all liens will be delivered to City.
16. **REMEDIES AND APPLICABLE LAW.** This Contract shall be governed by the law of the State of Arizona, and all suits pertaining to this Contract may be brought only in the courts of the State of Arizona.
17. **CONFLICT OF INTEREST.** Pursuant to A.R.S. Section 38-511, a municipality may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of

the municipality is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

18. FORCE MAJEURE.

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

b. Force majeure shall not include the following occurrences:

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

ii. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that delay or failure is caused by force majeure.

A. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours commencement thereof and shall specify the causes of delay in the notice. Notice shall be hand delivered or mailed Certified- Return Receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause the delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

B. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of delay prevent the delayed party from performing in accordance with this Contract.

19. RIGHT TO ASSURANCE. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of

the Contract.

20. INTERPRETATION. This Contract 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 Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract.
21. COMPLIANCE OF LAWS. The final contract must be in compliance with all Federal, Arizona and City laws and regulations and is subject to termination by the City, termination for non-availability of funding and for prepayment, without penalty. In addition, all agreements are subject to review by the City Attorney.
22. CHOICE OF LAW. The parties hereby agree that this Contract was negotiated, made and entered into in Arizona and under the laws of Arizona.
23. QUANTITIES. As shown in the bid form are estimates only based upon available information. The City reserves the right to adjust the quantities as necessary to meet its need.
24. FUNDS APPROPRIATION. If funds are not appropriated to continue this Contract and for the payment of charges hereunder, the City may terminate this Contract for any ongoing obligations at the end of the fiscal period. The City agrees to give written notice of termination to the Offeror at least 30 days prior to the end of its current fiscal period and will pay to the Offeror all charges incurred throughout the end of the period.
25. INTELLECTUAL PROPERTY.
 - a. Patents - Offeror agrees to defend City at Offeror's own expense, in all suits, actions or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this solicitation. Offeror further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any suit, action or proceedings against City.
 - b. Indemnification - Offeror agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the Offeror. Offeror will indemnify City against all claims for damages to persons or property resulting from defects in materials or workmanship. It is expressly agreed by Offeror that these covenants are irrevocable and perpetual.
26. PRICE. Price offered shall be made F.O.B. Bullhead City, delivered to the City's designated delivery points located within the City area. Items will be delivered at the location designated by the City.
27. NO-COLLUSION. The Offeror will be required to complete, notarize and submit as part of this solicitation package the attached "No-Collusion Affidavit". Failure of the Offeror to submit a properly executed affidavit may be grounds for rejection of the offer.

28. **CONTRACT AWARD.** If award is \$50,000 or more, it will be at the discretion of the City Council as to whether or not to make award, to whom, or to reject offers.
29. **STANDARDS.** The specifications attached herein this solicitation shall be considered minimum acceptable to City standards. Offers for lower standard materials, products or services will be justification for rejection of offer(s) by the City.
30. **INFORMATION ON ITEMS.** Supplies and materials offered shall be of current design and meet specifications. Offeror must identify the manufacturer of each product being offered. Offeror should supply all information necessary for the City to determine (a) whether the product offered meets the requirements of the specifications, and (b) exactly what the Offeror proposes to furnish. The Offeror must certify that the material offered meets all technical specifications of the solicitation documents. Offeror may be requested to furnish samples of items proposed at no cost to the City. The City reserves the right to call for samples from any Offeror to assist in the evaluation. The City shall be the sole judge of whether the samples submitted meet the specifications.
31. **CLARIFICATION OF REQUIREMENTS.** It is the intent and purpose of the City that this request permits competitive bidding. It shall be the Offeror's responsibility to advise the City if any language, requirements or any combinations thereof, inadvertently restricts or limits competition, and/or are not clearly stated and easily understood. Notification must be submitted in writing and must be received by City not later than five days prior to the solicitation opening date. A review of notifications will be made.
32. **OBLIGATION OF OFFEROR.** At the time of the opening of submittals, each Offeror will be presumed to have studied in detail the work scope and work sites and to have read and to be thoroughly familiar with the specifications and Contract Documents, including all amendments(s). The failure or omission of any Offeror to examine form, instrument, document or site shall in no way relieve any Offeror of any obligations in respect to its offer.
33. **QUALIFICATIONS OF OFFERORS.** The City may make investigations as it deems necessary to determine the ability of any Offeror to perform the work and the Offeror shall furnish to the City all information and data for this solicitation as the City may request. The City reserves the right to reject any offers if the evidence submitted by, or investigation of Offeror fails to satisfy the City that Offeror is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional offers will not be accepted.
34. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL.** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's need. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
35. **COST OF OFFER PREPARATION.** The City will 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.

36. SILENCE OF SPECIFICATIONS. The apparent silence of these specifications and any supplemental specifications as to any details or the omission from it of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All workmanship shall be made on the basis of this statement.
37. LICENSES. Offeror shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Offeror as applicable to this Contract.
38. INDEMNIFICATION. To the fullest extent permitted by law, the Offeror shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, elected officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Offeror, its employees, agents, or any tier of subcontractors in the performance of this Contract. Offeror's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials, elected officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Offeror or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services for which the Offeror may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
39. OFFEROR RESPONSIBILITY. If, in the judgment of the City, the offer or the Offeror is not responsible, it shall be considered sufficient grounds for rejection of the entire offer. Any Offeror shall furnish upon request, one copy of the Offeror's most recent financial statement and/or other evidence of qualifications as may be requested by the City. If an Offeror fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of Offeror's entire offer.
40. CLARIFICATIONS. The City reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's product, service, and/or solicitation response.
41. PROTESTS.
- a. Any protest must be submitted pursuant to Bullhead City Municipal Code, Chapter 3.37 and must be in writing and filed with the City Clerk's Office and addressed to the City Manager. A protest must include:
- i. The name, address and telephone number of the protestor;
- ii. The signature of the protestor or its representative;

- iii. Identification of the project and the solicitation or contract number;
- iv. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- v. The form of relief requested.

b. A protest of a proposed award or of an award must be filed within ten days after the protestor knows or should have known the basis of the protest.

- 42. APPROVALS. All work shall be done to the satisfaction of and be approved by the City Manager, or representative. All work, except final acceptance, shall be considered accepted by the City if the Offeror is not otherwise advised in writing within 60 days after the last item is submitted.
- 43. LAWS AND REGULATIONS. The Offeror's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all having jurisdiction over services performed for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though fully included herein.
- 44. NON-EXCLUSIVITY OF CONTRACT. Offeror does not have the exclusive right, during the term of this Contract and all renewals thereof, to provide the product(s) and/or services as described herein.
- 45. SIGNATURE. Offerors are required to sign the Offer Section of the solicitation. Offerors failing to sign any offer may be considered non-responsive and the offer may not be considered.
- 46. PUBLIC RECORD. All offers submitted in response to this solicitation shall become the property of the City and, subsequent to award, are a matter of public record for review.
- 47. CHANGE ORDERS. Change orders may be written to the Contract for addition or deletion of services or equipment. Change orders will be processed in accordance with City change order procedures.
- 48. CONDUCT. Offeror's employees, officers and subcontractors shall not identify themselves as being employees of the City. Offeror's employees, officers and subcontractors shall conduct themselves in a manner as to avoid embarrassment to the City and shall be courteous to the public.
- 49. ORDERING INSTRUCTIONS. Authorization for purchases under the terms and conditions of this Contract will be made only upon issuance of a purchase order signed by an authorized agent. The purchase order will specify the items ordered, delivery instructions and any other pertinent information required. All City and Offeror documents must reference the resultant Contract number.
- 50. COMPLIANCE WITH LEGAL WORKER AND IMMIGRATION LAWS. Offeror warrants that it and any subcontractors it may use in performance of this Contract are in compliance with state law (see A.R.S. 23-214(A)) and all Federal Immigration laws and regulations (see Immigration and Control Act of 1986 as amended) that relate to its employees and employees of its subcontractors. Offeror further warrants, to the extent applicable under A.R.S. 41-4401, that it has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; understands that any breach of this warranty is a material breach of this Contract subject to

penalties up to and including termination of this Contract; and finally, understands that City retains the legal right to inspect the papers of Offeror or any subcontractor who works under this Contract to ensure compliance with this warranty. Offeror also understands that it may be selected for random verification by the City as to the warranties above and will promptly respond to any requests for information from the City with regard to its verification process.

51. VALUABLE CONSIDERATION. The parties acknowledge that the performances stated herein constitute valuable consideration, and upon Notice of Award, agree to be contractually bound thereby.
52. ISRAELI BOYCOTT. If the value of this Contract is \$100,000 or more, Offeror certifies under A.R.S. § 35-393.01 et seq., that it does not participate in, and agrees not to participate in during the term of this Agreement, a boycott of Israel.
53. UYGHURS PROHIBITION. During the term of this Agreement Contractor certifies pursuant to A.R.S. § 35-394, that it, nor any of its contractors, will not use the goods or services produced by the forced labor of ethnic Uyghurs in the people's republic of China.

SPECIAL TERMS AND CONDITIONS

Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E

1. Instructions for Offerors

- a. It is the responsibility of Offerors to make necessary surveys, inquiries, etc., which will enable them to respond to this request. It is assumed that persons submitting proposals have made investigations and are fully informed of the extent and nature of this Invitation for Bid.
- b. The offer must be signed by an authorized officer of the Offeror who is legally empowered to enter into an agreement with the City.
- c. Interested Offerors are requested to submit their offer to the City Clerk's Office, City of Bullhead City, 2355 Trane Road, Bullhead City, Arizona 86442.
- d. Offers should be enclosed in a sealed envelope with the notation on the outside, **Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E**. Offers must be received by the due date and time. If offers are mailed, the Offeror is responsible for ensuring that they arrive on time. Late offers will not be considered.

2. Receipt and Registration of Offers

Offers and modifications shall be time-stamped upon receipt and held in a secure place until the established due date and time. Offers shall be opened publicly but only the Offeror's company name and the base bid will be read aloud. No details or other parts of the offer shall be revealed at the time of the offer opening. After the time and date established for receipt of proposals, a Register of Offers shall be prepared which shall include the name of each Offeror and the number of modifications received, if any. The Register of Offers shall be open to public inspection but the details of the offer shall not be open to public inspection until award of the Contract. Offers and modifications shall be shown only to City personnel having a need to know.

3. Offers and Contracts

Offerors are cautioned to verify their offers before submission, as withdrawal of offers submitted after time specified for opening may not be considered.

4. Confidential Data

- a. Request for nondisclosure of data such as trade secrets and other proprietary data must be made known to the City in the offer. The City will follow the procedures listed below in the event an offer is noted as "Confidential" and/or "Proprietary".

- b. The City will not insure confidentiality of any portion of the offer submitted in the event a public request is made.
- c. The City will provide 48 hours' notice before releasing materials identified by the Offeror as confidential or proprietary in order to provide Offeror time to request a court order blocking the release of the information.
- d. The City will protect confidential and proprietary documents, as determined by City, in its possession and will not release information to unauthorized personnel unless ordered to do so by the appropriate authority.

The procedure above is utilized as it is difficult for the City to fully judge what in fact is and what is not confidential or proprietary for all submittals.

5. Addendums

In the event changes must be made to the Invitation for Bid, an addendum(s) will be prepared and issued to all Offerors who have received the original IFB.

6. Estimated Quantities

The scope of services listed are the City's best estimate and do not obligate the City to contract for or accept more than its actual requirements during the period of this Contract. Scope is determined by actual needs and availability of appropriated funds. The City reserves the right to procure similar and related services from other sources when deemed necessary and appropriate.

7. Taxes

Offerors shall include taxes as a separate line in the offer.

8. Deviations from Specifications

- a. Any exceptions to the Standard or Special Terms and Conditions or the Technical Specifications must be submitted with the offer. An explanation shall be made for each item for which exception is taken, giving in detail the extent of the exception and the reason for which it is taken, and the benefit to the City derived from granting the exception. The absence of a written list of deviations at the time of submittal of the offer will hold the Offeror strictly accountable to the City for furnishing material, equipment or services in full accordance with the specifications as written and will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

- b. The City may waive minor differences in specifications provided the differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor did increase estimate maintenance and repair cost to the City.
- c. The City reserves the right to disapprove any personnel, subcontractors, documentation, manuals, lists, training or any other material. If any item is disapproved, it is the sole responsibility of the successful Offeror to correct the deficiency. If a deficiency is not corrected to the satisfaction of the City, the Offeror shall be in default of its contractual obligation.

9. Patents

- a. The Offeror shall defend, indemnify and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.
- b. If the Offeror uses any design, device or materials covered by letters, patent, copyright or license, Offeror shall provide for the use by suitable agreement with the holder of the patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties, licensing fees or costs arising from the use of these device or materials in any way involved in the work. The Offeror and/or sureties shall defend, indemnify and hold harmless the City and/or its agents from any and all claims for infringement by reason of the use of patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the City and/or its agents for any cost, expense or damage which it may be obligated to pay by reason of the infringement at any time during the prosecution of the work or after completion of the work.
- c. Offeror shall explicitly agree, in its offer, that the City has full authority to copy, append or otherwise modify any design provided in conjunction with this procurement.

10. Offer Rejection

To better insure fair competition and to permit a determination of the lowest offer, offers may be rejected if, in the opinion of the City, they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive offers, offers obviously unbalanced, or those containing false or misleading statements or references.

11. Samples

Offeror shall furnish, upon request by the City, a sample(s) of product(s) proposed to furnish. The City reserves the right to retain or destroy the articles or materials submitted as a sample for the purpose of testing and will be free from any redress or claim on the part of the Offeror if any article or materials are lost or destroyed. Upon notification by the City that a sample is available for return, it shall be removed within thirty days or the City will not be responsible for its disposition.

12. Subcontractor Qualification

Offerors shall submit a list of subcontractor(s), and alternative choices, who will supply services. Offerors must clearly identify the responsibilities of each party and the assurances of performance offered. Offerors shall certify the number of personnel in each category who will be available for the Contract work. Offerors shall also describe for each potential subcontractor the qualifications and experience of key personnel in the installation and maintenance of the hardware/software. The City reserves the right to disapprove any subcontractor or employee. In the event of disapproval, the Offeror has the sole responsibility to provide competent subcontractors that are acceptable to the City.

13. Subcontractors

- a. The Offeror agrees that Offeror is fully responsible to the City for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by Offeror. The Offeror's program manager shall be the point of contact between the City and any subcontractors.
- b. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City nor any obligation on the part of the City to pay, or to see to the payment of, any sums to any subcontractor.
- c. Any subcontractor proposed is subject to the disapproval of the City with or without cause. If disapproved, the Offeror is solely responsible for providing a subcontractor(s) who is acceptable to the City.

14. Clarification of Offer

- a. Additional information or clarification of any of the instructions or information contained herein may be obtained from the City department issuing this IFB.
- b. It is the intent of the City that this request permits competition. Any Offeror finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or that may appear to be discriminatory, shall notify the City in writing not less than five days prior to the scheduled opening of offers.

Exceptions as taken in no way obligate the City to change the specifications. The IFB issuing department will notify all Offerors in writing, by addendum duly issued, of any interpretations made of the specifications.

The City assumes no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to and will be issued by the City's point of contact for this IFB.

15. Clarification of Proposals Received

The City reserves the right to obtain clarification of any point in an Offeror's offer or to obtain additional information necessary to properly evaluate a particular offer. Failure of an Offeror to respond to a request for additional information or clarification may result in rejection of the offer.

16. Contract Applicability

Offeror must substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific IFB. All previous contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this IFB or any resultant contract.

17. Notice of Contract

The issuance of a Notice of Award and Offeror's acknowledgment will be considered sufficient basis for the establishment of a contract. The Contract shall bind Offeror to furnish and deliver at the prices and in accordance with the conditions of the offer and the Contract Documents.

18. Contract Administration

This Contract shall be administered by an authorized representative of the primary user department. All disputes and/or questions regarding this Contract shall be referred to the management of that department for resolution.

19. Claims

Payment of any claim shall not preclude the City from making claim for adjustment on any item found not to have been provided in accordance with the requirements of this IFB.

20. Ownership of Documents

All documents including, but not limited to, or in electronic format, tracings, drawings, estimates, field notes, maps, investigations, design analysis, and studies which are provided

or prepared in the performance of this Contract are to be, and remain the property of, the City. The Offeror shall furnish the City upon request, originals or copies of all documents provided or prepared in connection with this Contract. All documents generated by this Contract will be the property of the City.

21. Safety Standards

All items supplied under this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards and any other applicable manufacturing or product codes or regulations.

22. Non-Compliance

Acceptance of the work of Offeror upon completion of the project shall not preclude the City from requiring strict compliance with the Contract Documents that that Offeror complete or correct, upon discovery, any faulty, incomplete or incorrect work not discovered at the time of acceptance. Any warranty specified within the Contract Documents shall not void or limit this requirement.

23. Change Orders

The City, without invalidating the Contract, may order extra work or make changes by alternating, adding to, or deducting from the work, with the Contract sum being adjusted accordingly. All work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering the change. No changes in the work covered in the approved Contract Documents shall be made without having prior written consent of the City, and written acceptance by the Offeror of the terms and conditions of the change. Change orders shall be executed in accordance with procedure required by the City and no work involving the change shall be commenced until a copy of the approved change order has been received by Offeror. Verbal change orders may be authorized by the City only where loss of life or property appears imminent, or serious economic or budgetary concerns necessitate a verbal order. These changes shall be reduced to writing within ten days of the verbal order being given.

24. Assignment

This Contract shall not be assignable except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assignees of the parties hereto.

25. Cancellation/Termination

- a. City reserves the right to cancel the whole or any part of this Contract due to failure

of the Offeror to carry out any term, promise, or condition of the Contract. The City will issue a written ten day notice of default to the Offeror for acting or failing to act including, but not limited to, in any of the following situations:

- i. In the opinion of the City, the Offeror provides material that does not meet the requirements of the Contract;
 - ii. In the opinion of the City, the Offeror fails to perform adequately the services required in the Contract;
 - iii. In the opinion of the City, the Offeror attempts to impose on the City material, products, service, or workmanship which is of an unacceptable quality;
 - iv. The Offeror fails to complete the required work or furnish the required materials within the time stipulated in the Contract;
 - v. In the opinion of the City, the Offeror fails to make progress in the performance of the requirements of the Contract and/or gives the City a positive indication that the Offeror will not or cannot perform the requirements of the Contract;
 - vi. If Offeror has a conflict of interest; or
 - vii. If Offeror of the terms of the offer violate federal, state or local laws and regulations.
- b. Upon receipt of a termination notice, the Offeror shall:
- i. Promptly discontinue all services affected (unless the notice directs otherwise); and
 - ii. Deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials as may have been accumulated by the Offeror in performing the Contract, whether completed or in progress.
- c. If termination for convenience is made by the City an equitable adjustment shall include a reasonable profit for services or other work performed. An equitable adjustment for any termination shall provide for payment to the Offeror for services rendered and expenses incurred prior to the termination, and in addition, settlement costs reasonably incurred by the Offeror relating to commitments which had become firm prior to the termination.
- d. Upon termination pursuant to sub-section (c) above, the City may take over the work and prosecute the same to completion by agreement with another party or

otherwise.

- e. If, after termination for failure of the Offeror to fulfill its contractual obligation, it is determined that the Offeror was not in default, the termination shall be deemed to have been affected for the convenience of the City. In that event, adjustment of the price provided for in the Contract shall be made as provided in sub-section (c) above.
- f. The rights and remedies of the City and the Offeror provided in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- g. Offeror may terminate the Contract upon 30 days' written notice to City of any material default of the Contract. City shall have the opportunity to cure the alleged default, or to commence cure if not reasonably practical to complete the cure, within that time period.

26. Remedies

The City may resort to any single or combination of the following remedies in addition to any other remedies provided by law:

- a. Cancel the Contract for any of the above stated reasons.
- b. Reserve all rights or claims to damage for breach of any covenants of the Contract.
- c. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the Contract. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the Offeror.
- d. In case of default, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the Offeror. The City may recover any actual excess costs by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the surety and/or performance bond; or
 - iii. Any combination of the aforementioned remedies or any other remedies as provided by law.

27. Contract Term

The Contract term will be from the date of notice of award through June 30, 2027.

28. Contract Documents

The order of precedence in Contract Documents is as follows:

- a. Addenda to Invitation for Bid
- b. City's Invitation for Bid
- c. Offeror's Proposal
- d. Purchase Order

TECHNICAL SPECIFICATIONS

Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E

1. **QUESTIONS.** Questions relating to the substance of this IFB should be directed in writing to: Casey Lemmons, Administrative Analyst. clemmons@bullheadcityaz.gov.

2. **SCOPE/INTENT:**
 - a. The City of Bullhead City will purchase up to 1,400 tons, but not less than 1,000 tons, of asphalt emulsion per fiscal year.
 - b. The Contractor's inventory level of the items bid shall be sufficient to support the City's requirements.
 - c. A bill of lading must accompany each delivery or pick-up. Demurrage fees are not authorized.
 - d. The City anticipates a weekly delivery of 50 to 100 tons in 25-ton loads from September 8, 2026 through April 30, 2027.

3. **EMULSION SPECIFICATIONS & DELIVERY:**
 - a. Polymer Modified Cationic Quick Set-1h
 - b. General: All emulsions shall comply with the requirements of this specification.
 - c. Emulsion:
 - i. Polymer modified cationic quick setting emulsion (PMCQS1-h) shall be homogeneous and the polymer used shall consist of either a solid polymer milled / blended into the asphalt or latex blended into the emulsifier solution prior to the emulsification process. The PMCQS-1h shall contain 2.6% to 3.0% polymer and shall conform to Uniform Standard Specifications for Public Works Construction, Maricopa Association of Governments (MAG), Section 713.
 - ii. The quick setting emulsified asphalt shall be of the cationic quick set type PMCQS-1h that will react to chemically active mineral fillers such as Portland cement in such a way that the applied slurry mixture can support controlled traffic in 45-60 minutes after application. The amount of chemically active filler shall be determined by job mix formula provided by the Emulsion Contractor and field performance.
 - iii. Samples: Upon request, the vender shall submit samples and/or test data of

construction materials within three (3) working days. Sampling and/or testing shall comply with the current M.A.G. "Uniform Standard Specifications for Public Works Construction"

d. Delivery:

- i. Delivery will be made to various locations within the City limits. Vender will be required to deliver material at a temperature in the range of seventy-five (75) and one hundred five (105) degrees Fahrenheit unless directed by the City Engineer or representative. Shipping shall be included in the unit cost. Usually we can give 2-5 days lead-time ahead of the shipment.
- ii. Material picked up by the City or delivered by Vender. which, after testing is found not to meet the minimum specifications will be adjusted and/or rejected in accordance with Section 105 of the current edition of the Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction.
- iii. The City reserves the right to cancel delivery of an order at any time in the event of either inclement weather or an unforeseen emergency. The Vender will then reschedule delivery without penalty to the City.

e. Test Reports and Calculations:

- i. The vendor supplying the material will deliver to the purchaser certified copies of the test report. The test report shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and results of specified tests. The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for the type of grade indicated. The certified test reports and testing required in connection with the reports shall be at no cost to the agency.
- ii. Until the certified test reports and samples of material have been checked by the Engineer or designee to determine their conformity with the prescribed requirements, the material to which such reports relates and any work in which may have been incorporated as an integral component, will be only tentatively accepted by the agency. Final acceptance will be dependent upon the determination by the Engineer or the designee that the material involved fulfills the prescribed requirements.
- iii. **The vendor shall provide two mix designs at the Owners request.** Compatibility of the aggregate and polymer modified asphalt emulsion shall be certified by the emulsion manufacturer. Mix design and proportioning will be approved by the Engineer or designee prior to the start of the project.

- f. MATERIALS: PMCQS-1h Residential Slurry Seal 3% polymer:
- i. When the daily high ambient temperature is below 80 degrees F and above 100 degrees F, the vendor shall chemically modify the emulsion to accelerate or decelerate the break and set times as needed. The asphalt emulsion shall comply with MAG Section 715.3, "Bituminous Materials."
- g. **PMCQS-1h Residential Slurry Seal 3%:** The polymer modifier shall be combined with the emulsion by co-milling with the manufacture of the asphalt emulsion at a rate of 2.6% to 3.0% percent polymer solids by weight of the base asphalt in the emulsion prior to loading at the emulsion plant.

TABLE G

Polymerized Emulsion for Residential Slurry Seal Projects (PMCQS-1h or LMCQS-1h)		
Test on Emulsion	Test Method	Specifications Limits
Viscosity, Saybolt Furolseconds @ 25 °C (77 °F)	AASHTO T 59	15-100
Sieve test, retained on 850 μm (No. 20), %	AASHTO T 59	0.1 Max (2)
Storage Stability, 24 hours, %	AASHTO T 59	1.0 Max
Particle Charge	AASHTO T 59	Positive
Evaporation Residue, %	Arizona 512	57 Min
Tests on Residue by Evaporation:	Arizona 504	
Kinematic Viscosity @ 275 °F, cst	AASHTO T 201	650 Min
Penetration, 25 °C (77 °F), 100 grams, 5 seconds, dmm	AASHTO T 49	40 – 90
Ductility, 25 °C (77 °F), 5 cm/minute	AASHTO T 51	40 Min
Elastic Recovery by means of Ductilometer, 25 °C (77 °F), %	AASHTO T 301	55 Min
Tests Evaporation Residue after RTFO:		
Softening Point, °F	AASHTO T 53	130 Min
Kinematic Viscosity @ 275 °F, cst, aging ratio	AASHTO T 201	3.0 Max
Notes:		
(1) A minimum of 3% polymer solids , by total weight of polymer and asphalt residue, shall be added prior to emulsification. Styrene Butadiene Styrene (SBS) and Styrene Butadiene Rubber (SBR – Latex) both types of polymer are allowed.		
(2) The maximum of 0.1 percent applies to the preapproval of emulsions sampled from the supplier tank. A maximum of 0.3 percent is allowed for emulsions that are sampled at the project site.		

- h. Payment: Payment for supplying and delivering PMCQS-1H shall be made at the contract unit price per ton based on 25-ton loads delivered and accepted by the Owner. The Vender shall furnish to the engineer weight tickets for all emulsion delivered for this project.

OFFER

Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E

A. OFFER to the City of Bullhead City:

- a. Having examined the Contract Documents and being familiar with the Standard and Special Terms and Conditions, and Technical Specifications of the Contract, hereby submits the following offer for furnishing the material, equipment, labor and everything necessary for the completion of the work at the locations and for the prices set forth in the offer. Offeror agrees to execute all documents and furnish required certificates of insurance with endorsements for the completion of the work as required by the IFB.
- b. Understands that work performed for this project shall be in accordance with all applicable Standards, Special and Technical Specifications except as otherwise identified in the IFB or offer.
- c. Agrees that upon receipt of Notice of Award from the City that Offeror will promptly execute any of the remaining documentation.
- d. Offeror hereby acknowledges receipt of and agrees the offer is based on the following addendum(s):

<u>Addendum #</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

B. SUBMITTALS

- a. In order to be considered, Offeror must complete and submit its offer and this form to the City of Bullhead City, Office of the City Clerk, 2355 Trane Road, Bullhead City, Arizona, prior to the opening date and time cited on the cover of this solicitation.
- b. Offeror will also submit with its offer a list of any exceptions to the STANDARD TERMS AND CONDITIONS, the SPECIAL TERMS AND CONDITIONS or the TECHNICAL SPECIFICATIONS of the IFB.
- c. The City will not be responsible for Offeror's errors or omissions.

- d. This submittal by Offeror constitutes an irrevocable offer for a period of 120 calendar days from the offer opening date.
- e. Offerors should submit the original offer plus one copy to the City.

C. CERTIFICATIONS

- a. In the event only one offer is received, the City may require that the Offeror submit cost information in sufficient detail for the City to perform a cost/price analysis to determine if the offer is fair and reasonable.
- b. Offeror certifies it is a Proprietorship _____; Partnership ____; Corporation____; LLC
- c. Arizona Sales/Use Tax No. _____
- d. EIN or Social Security No. _____
- e. Offeror certifies it has read, understands, and will fully and faithfully comply with this IFB, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any other or potential Offeror.

D. OFFER

The following prices are being submitted for the two pricing options as listed below:

Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost
1	1,400 (City will not purchase less than 1,000)	TON	Polymerized Emulsion for Slurry Seal Projects (PMCQS-1h or LMCQS-1h) with 2.6% to 3.0% emulsifier		
2	1,400	TON	Emulsion Taxes @ 7.6%		
3	1,400	TON	Environmental Fees (No Tax)		
4	1,400	TON	Delivery (No Tax)		

Total Bid Amount (Items 1 through 4 above): _____

_____ (in words.)

Any additional information pertinent to the Offer must be clearly marked and included as required under section 2(b) above.

E. OFFEROR'S SIGNATURE

Offerors are required to sign below. Any Offeror failing to sign the offer will be considered non-responsive and the offer will not be considered.

AUTHORIZED SIGNATURE _____

PRINTED NAME AND TITLE _____

NAME OF OFFEROR _____

ADDRESS OF OFFEROR _____

CONTACT PERSON _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL _____

EXPECTED DELIVERY
DATE _____

NOTICE OF AWARD

CITY OF BULLHEAD CITY

Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E

On behalf of the City of Bullhead City, an Arizona municipal corporation, the undersigned authority provides this Notice of Award of the acceptance of the offer submitted by Offeror for to become effective the _____ day of _____, 20____, for the following bid/proposal as identified in the Contract Documents for solicitation number:

Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E

Toby Cotter, City Manager

ATTEST:

Debie Odgen, City Clerk (SEAL)

APPROVED AS TO FORM:

Garnet K. Emery, City Attorney

Receipt of this NOTICE OF AWARD is hereby acknowledged by:

OFFEROR Dated this ____ day of _____, 20____

BY: _____

TITLE: _____

APPENDIX A - INSURANCE REQUIREMENTS

Asphalt Emulsion for Slurry Street Improvement Projects 27-PW-008E

Before the commencement of any services, the Offeror must provide the City with certificates of insurance with endorsements identifying the Contract number or name. All required insurance policies, except Workers' Compensation, must name the City and its employees and elected officials as additional insured parties by endorsement. Any insurance carried by the City, and its employees, is excess coverage, and not contributory coverage to that provided by the Offeror. All insurance policies are subject to approval by the City. The Offeror will not cancel, reduce, discontinue or otherwise materially alter any insurance policy during the period of performance without giving the City thirty days written notice. The Offeror's failure to furnish evidence of insurance may be considered a breach. All certificates and endorsements are sent to:

City of Bullhead City
Human Resources/Risk Management Division
1255 Marina Boulevard
Bullhead City, Arizona 86442

- A. The Offeror must carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit.

The Offeror must require subcontractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Offeror.

- B. The Offeror must carry Commercial/Business Automobile Liability with a combined single limit for bodily injury and property damages of not less than \$1 million for each occurrence on all vehicles the Offeror uses, whether owned or leased, in the performance of the work or services under this Contract.
- C. The Offeror must carry Commercial General Liability insurance with an unimpaired limit of not less than \$1 million for each occurrence with a \$2 million General Aggregate Limit. The policy must be primary and the coverage shall not exclude Explosion, Collapse and Underground (X, C, U).
- D. The Offeror must carry Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$3 million per occurrence combined limit bodily injury and property damage, and applies in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.

In the event any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

