



Arizona Department of Transportation

INTERMODAL TRANSPORTATION DIVISION Construction Group

CONSTRUCTION BULLETIN 11-02

To:

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Dallas Hammit, Deputy State Engineer, Operations
Robert J. Samour, Deputy State Engineer, Valley Transportation
Sam Maroufkhani, Deputy State Engineer, Development
Lonnie Hendricks, Asst. State Engineer, Maintenance
Bill Hurguy, Acting Asst. State Engineer, Materials
Larry L. Langer, Asst. State Engineer, Valley Project Management
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Mary Viparina, Asst. State Engineer, Roadway Design Group
Jean Nehme, Asst. State Engineer, Bridge Group
Bertha Whitby, ADOT Procurement
District Engineers
Construction Orgs
Construction Operations
Consultant Contract Administrator
FHWA Area Engineers

Date: June 16, 2011**From:** Julio Alvarado, Assistant State Engineer, Construction**Subject:** Administering
Federally Funded
Procurement Contracts

Procurement Contracts Using Federal Funds

Purpose

The intent of this bulletin is to provide guidelines for administering federally funded traffic, preventive pavement maintenance and ADOT administered local government projects that are contracted through the procurement process (in lieu of Contracts & Specifications).

Background

The federal funding source requirements were not being adequately met with contracts ADOT was packaging, advertising and awarding through Procurement. This was especially the case when changes to the original contract were required.

Construction contracts (packaged, advertised and awarded through Contracts & Specifications) have in place mechanisms that accurately track the required documentation. Therefore it was decided to employ the FAST system, in conjunction with the ADVANTAGE system, to better document and track project information.

Note that to use FAST (but not generate payment) the TRACS number is changed to a “P” suffix from a “C”. ADVANTAGE (for payment) and HRMS (for charging time) continue to use the “C”.

Process

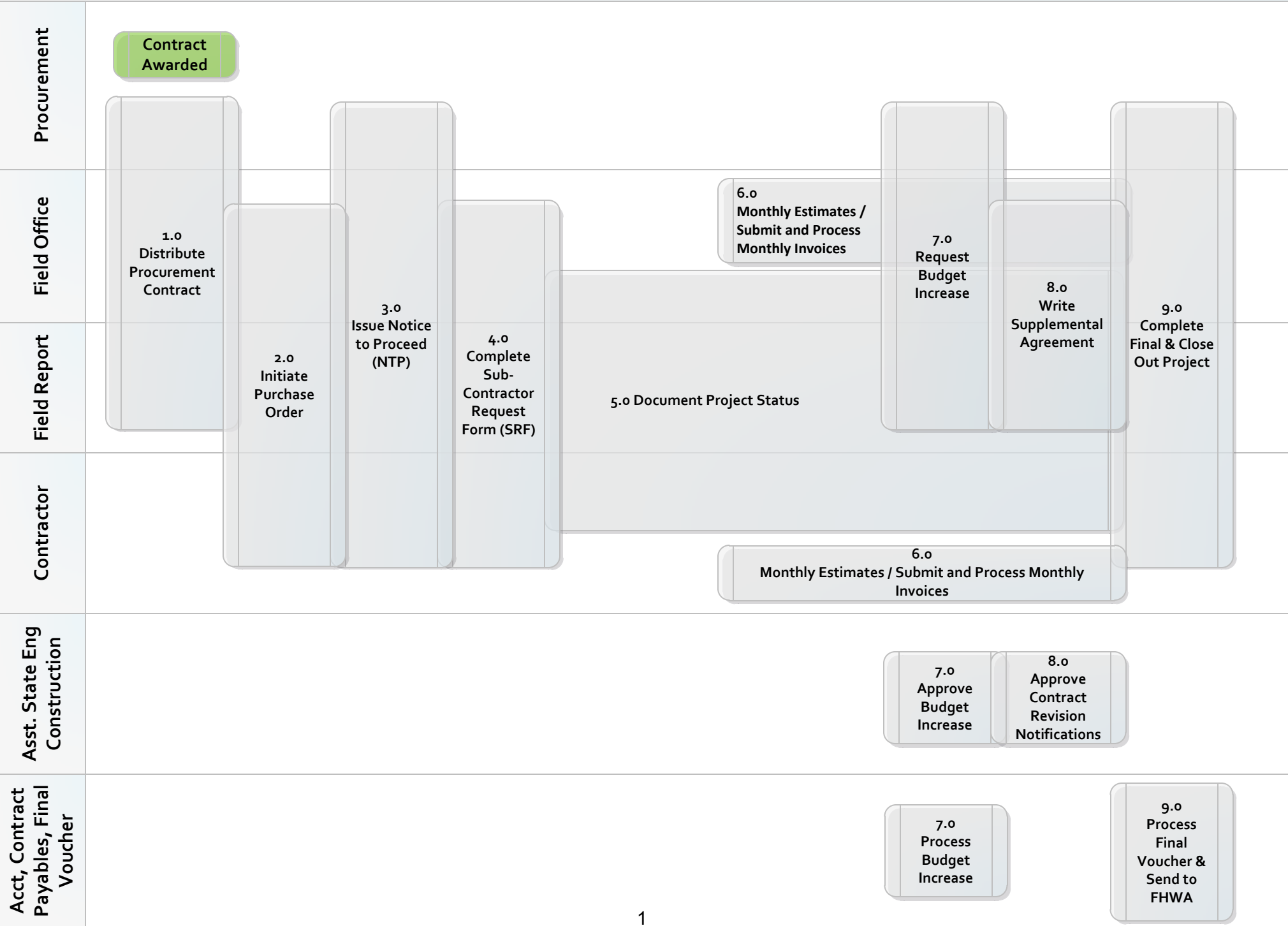
Attached to this bulletin are detailed process steps, key action points and form samples to assist with understanding the process flow.

The Inspector, Office Manager and Sr./Resident Engineer have responsibilities in carrying out the following process steps (the sub-bullets call attention to differences from the usual procedures).

- The Office Manager initiates the Purchase Order (PG) for the contract in the ADVANTAGE system;
- The Sr./Resident Engineer issues the Notice to Proceed (NTP) to the Contractor;
 - This step is usually done by Contracts & Specifications for construction project contracts but in these Procurement contracts the letter (see form letter - attachment page 23) will be initiated by the Sr./Resident Engineer. The contract will contain the needed information in Section 3 of the Special Terms and Conditions under Term of Contract (see example attachment page 11).
- The Office Manager receives the completed Subcontractor Request Form (SRF);
 - Field Reports will continue to receive the forms from the Construction Org. However, for these Procurement contracts, the ADOT authorized signature is provided by the Procurement Office, not the Assistant State Engineer for Construction. (See form and instructions on attachment pages 24 and 25.)
- The inspector will maintain the Daily Diary documentation and conduct employee interviews. The Office Manager will check the required certified payrolls;
- The Sr./Resident Engineer will process supplemental agreements and forward for approval to the Assistant State Engineer for Construction. Field Reports will inform the Procurement Officer in order to initiate the necessary contract amendment(s);
 - Differing from the usual Supplemental Agreement Tracking System (SATS) procedure, these Procurement contracts require all Contract Revision Notifications (CRNs) be approved by the Assistant State Engineer for Construction.
 - Upon approval of the Change Order, Field Reports e-mails the responsible Procurement Officer and Project Manager.
- The Sr./Resident Engineer and Office Manager review and reconcile monthly estimates to invoices and process for payment.

Attachments

Administer Procurement Federally Funded Contracts



Administer Procurement Federally Funded Contracts	
Process Owners: Construction Group & Procurement	Date: 06/16/11 Version: Original
<p>This process will be used for federally eligible projects:</p> <ul style="list-style-type: none"> ○ Traffic Sub-Programs ○ Preventive Pavement Maintenance Contracts ○ Some Local Government Programs <p>Field Office questions when reviewing contracts</p> <ul style="list-style-type: none"> ✓ Is the Scope correct? ✓ Do the items of work match FAST? ✓ Does the contract time match? 	
Process Step	Key Actions
1.0 Distribute Procurement Contract	<ol style="list-style-type: none"> 1. Responsible Procurement Officer sends notice of award to contractor 2. Responsible Procurement Officer sends fully executed contract (see pages 7-21 "Example Federal Contract Table of Contents", selected section pages, exhibits and attachments) via email to the Field Office and a hard copy to Field Reports 3. Field Reports inputs pay items into FAST manually (see page 22 "Project Information Checklist" - items required to Create a Procurement in FAST) 4. Field Reports sends email, that the contract is in FAST, to required distribution list <ol style="list-style-type: none"> a. Resident Engineer (RE), Field Office Manager, Responsible Procurement Officer <p>NOTE: Procurement is governed by A.R.S. Title 41 Price Sheet = Bid Tab</p>
2.0 Initiate Purchase Order	<ol style="list-style-type: none"> 1. Field Office Manager initiates the Purchase Order (PG) for the Contractor Bid Price 2. Field Office 2nd level management approves PG 3. Construction tax rate is determined <ol style="list-style-type: none"> a. The tax is not included in the Bid Price b. Add tax to the PG c. Construction tax rate is "Amount x Tax Rate x 65%" 4. Responsible Procurement Officer mails hard copy of Purchase Order to contractor
3.0 Issue Notice To Proceed (NTP)	<ol style="list-style-type: none"> 1. Resident Engineer (RE) sends Notice to Proceed (NTP) to contractor (NTP requirement is stated in "Term of Contract" in Section 3 Special Terms & Conditions) (see page 23 "NTP Letter") <ol style="list-style-type: none"> a. Work must start "X days" after NTP received

	<p><u>NOTE:</u> The Offer and Contract Award, Purchase Order and Notice to Proceed letter (form attached) shall be issued in this order as separate documents. Mobilization charges (see page 16 “Section 5 Mobilization”) and procedures shall commence after issuance of the Purchase Order. Contract time shall start based on the effective date of the Notice to Proceed letter.</p>
<p>4.0 Complete the Sub-Contractor Request Form (SRF)</p>	<ol style="list-style-type: none"> 1. Contractor completes the Sub-Contractor Request Form (SRF) (see pages 24-25 “Subcontractor Request Form (SRF) and SRF instructions”) provided and sends to Field Office 2. Field Office Manager sends SRF to Field Reports 3. Field Reports reviews and inputs into Contract Card 4. Field Reports sends e-copy to responsible Field Office and Responsible Procurement Officer for approval and signature <p><u>NOTE:</u> FAST auto checks for 60% subcontractor rule compliance</p>
<p>5.0 Document Project Status</p>	<ol style="list-style-type: none"> 1. Inspectors input into Pen/Daily Diary <ol style="list-style-type: none"> a. Activities such as Inspections, Testing, Materials, Quant. Lists, Contractor Employee Interviews, etc. b. Inputs must be made daily or coinciding with inspection 2. Project Supervisor reviews and approves Inspector Daily Diary 3. Field Office Manager reviews, approves, and imports pay quantities into CPE 4. Field Office Manager prints Contractor Employee Interviews, verifies accuracy against Certified Payrolls using LCP Tracker and submits to Field Reports
<p>6.0 Monthly Estimates / Submit and Process Monthly Invoices</p>	<ol style="list-style-type: none"> 1. Project Supervisor or assigned designee meets with the Contractor approximately 1 week prior to the Monthly Estimate Cut-off to review and compare quantities for pay cycle 2. Contractor submits monthly invoices to Project Supervisor or assigned designee according to the ADOT Work Day calendar 3. Before approving and saving the Monthly Estimate, the Resident Engineer and Field Office Manager verifies that CPE reconciles with the invoice amount according to Section 3 of contract 4. The Resident Engineer and Contractor must reconcile no later than 5 working days after the monthly estimate cut-off. On this same day the Field Office Manager enters receiver into Advantage and forwards invoice to Accounts Payable for processing
<p>7.0 Request & Approve Budget Increase</p>	<ol style="list-style-type: none"> 1. Resident Engineer or assigned designee requests funding source from the Project Manager (PM) and writes budget increase for Resident Engineer and appropriate Asst. Engineer or District Engineer (or ADOT Local Gov’t Program Administrator, if applicable) signatures (see example) 2. Field Office Manager submits approved budget increase to

	<p>Field Reports (attn: Yvonne Navarro)</p> <ol style="list-style-type: none"> Field Reports writes a budget increase for approval by Project Manager, Asst. State Engineer Construction, and State Engineer's representative <ol style="list-style-type: none"> Procurement must approve if over \$100,000 Asst. State Engineer Construction must approve all budget increases and will send approved budget increase to accounting When all required signatures are received, Asst. State Engineer Construction staff sends copy to Responsible Procurement Officer Responsible Procurement Officer prepares contract amendment and sends copy to Field Office and Field Reports Field Reports documents budget increase on Finance Screen Advise FHWA (and obtain approval where required) per the Stewardship and Oversight Agreement
8.0 Write & Approve Supplemental Agreement (Change Order)	<ol style="list-style-type: none"> Resident Engineer or assigned designee enters information into SATS (CRN) and notifies Responsible Procurement Officer <ol style="list-style-type: none"> <u>Change Orders ONLY</u> This process does not allow Letter Agreements or Force Accounts to be used Resident Engineer has approval of \$0.00 All Contract Revision Notifications (CRN) and Change Orders must be approved by Asst. State Engineer Construction (add name and date of approval as contact on the CRN and provide approval date and e-mail with approval) Resident Engineer completes Change Order and obtains required signatures Field Reports approves Supplemental Agreement then e-copies Responsible Procurement Officer and PM Advise FHWA (and obtain approval where required) per the Stewardship and Oversight Agreement
9.0 Complete Final & Close Out Project	<ol style="list-style-type: none"> Field Office Manager submits Final Documentation to Field Reports <ol style="list-style-type: none"> Mark Final Estimate Checklist items that do not apply as N/A (see page 26 "Final Estimate Checklist") Field Reports processes Final Field Reports e-copies final to Contracts Payables and Responsible Procurement Officer Contract Payables sends to Final Voucher Field Reports archives Final in ADOA archives Responsible Procurement Officer closes project contract file and archives As applicable, Procurement returns Bonds to Contractor Final Voucher sends to FHWA

Attachments

- Example – Federal Contract Table of Contents
(sample pages from sections, exhibits & attachments) pages 7 – 21
- Project Information Checklist page 22
- NTP Letter page 23
- Sub-Contractor Request Form pages 24-25
- Final Estimate Checklist page 26

Example Federal Contract Table of Contents

Section 1	Specifications
Section 2	Uniform Terms & Conditions
Section 3	Special Terms & Conditions (SOW / Days of Contract)
Section 4	Uniform Instruction Offer
Section 5	Special Instructions
Section 6	Federal Terms
Exhibits	Contractor Liability insurance Location maps Project details
Attachments	Price Sheet = Bid Price

**ATTACHMENT 1
OFFER AND CONTRACT AWARD**



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000256



**Submit this form with an original signature to the Department
OFFER**

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: ROC077578, Class: A

Federal Employer Identification

No.: 87-0307259

INTERMOUNTAIN SLURRY SEAL, INC.
Offeror's (Company) Name

585 West Beach Street
Address

Watsonville, CA 95076
City State Zip

831-724-1011
Phone

831-768-4021
Facsimile

For clarification of this offer, contact:

Gary R. Price

Printed Name

Rusty.Price@gcinc.com
Email Address

Company Email Address

[Signature]
Signature of Person Authorized to Sign Offer

Gary R. Price 02/24/2011
Printed Name Date

President
Title

In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state.

This contract shall henceforth be referred to as Contract No. DT11-005579

Chip Seal Projects at Specific Locations for the Yuma District.

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 2ND day of MAY 2011

[Signature] 5-2-11
Awarded Date
Ellen Farmer
As Procurement Officer and not personally

SECTION 1 SPECIFICATIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000256

1. SCOPE OF WORK

Pursuant to the provisions of the Arizona Procurement Code, A.R.S. §41-2501 et seq., the Arizona Department of Transportation hereinafter referred to as the Department intends to establish a single purchase contract to perform chip seal and fog coat application, including temporary and permanent pavement markings on **State Route 72 and State Route 95 within the Yuma District** in accordance with the Department's Standard Specifications for Road and Bridge Construction 2008 and the Special Provisions herein.

The Contractor shall furnish all necessary labor, tools, equipment, materials, supplies and traffic control services and devices, including temporary and final pavement markings necessary to effectively perform the required services in accordance with the specifications described herein. **The project identified by Tracs # and Federal Aid number, contains several locations and should be bid as one project, regardless of locations.**

2. DEFINITIONS

The following definitions apply to the Solicitation:

Department	Arizona Department of Transportation (ADOT)
Contract Administrator/Engineer	ADOT Maintenance Engineer/ Development Engineer Responsible for monitoring/administrating the contract
Contract Administrator's Representative--Site Coordinator	Person delegated responsibility for administration of the contract by the Contract Administrator.
Contractor	Firm and/or individual that will perform the work requested in this solicitation.
Maintenance Supervisor	The Department's Supervisor responsible for maintenance of highways and highway features in a specific area.
On-Site Supervisor	Contractor's employee authorized to direct or oversee work operations and having authority to make day-to-day decisions concerning the work operations.
Standard Specifications	The ADOT Standard Specifications for Road and Bridge Construction, 2008 Edition including errata, and addenda.
MUTCD	Manual on Uniform Traffic Control Devices, current edition as adopted by ADOT, and Arizona Supplement to the MUTCD.
CFR	Code of Federal Regulations
ASTM	American Society For Testing Materials
MP	Milepost

Price Sheet =
B.I. Schedule

ATTACHMENT 2 PRICE SHEET
ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 W. Jackson Street, Suite A Phoenix, Arizona 85007 Phone: (602) 712-7211
SOLICITATION NO. ADOT11-00000256

YUMA DISTRICT, TRACS # 999 SW 000 H8029 01C, FEDERAL AID # STP - 999-A (275) A LOCATION:
 SR 95, MP 131.70 TO MP 142.52 and SR 72, MP 13.10 TO 30.

(The estimated quantities include both locations)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
4040077	Emulsified Asphalt (CRS-2P)	967	Ton	\$ 500	\$ 483,500
4040125	Fog Coat	334	Ton	\$ 300	\$ 100,200
4040162	Cover Material	6,185	Cu. Yd.	\$ 19	\$ 117,515
4040163	Blotter Material	2,067	Ton	\$ 5	\$ 10,335
	TRAFFIC CONTROL (Includes all labor, materials, and equipment.)				
7016030	Barricade (Type II, Vertical panel, tubular marker)	39	Each Day	\$ 5	\$ 195
7016031	Barricade (Type III)	26	Each Day	\$.28	\$ 7.28
7016032	Portable Sign Stands (Rigid)	65	Each Day	\$.26	\$ 16.90
7016033	Portable Sign Stands (Spring Type)	203	Each Day	\$.37	\$ 75.11
7016035	Warning Lights (Type A)	296	Each Day	\$.13	\$ 38.48
7016038	Traffic Cone (28 Inches)	2,600	Each Day	\$.18	\$ 468
7016039	Embedded Sign Post	480	Each Day	\$.07	\$ 33.60
7016050	Truck Mounted Attenuator	4	Each Day	\$ 364	\$ 1,456
7016051	Temporary Sign (Less than 10 S.F.)	65	Each Day	\$.26	\$ 16.90
7016052	Sign Orange Fluorescent Sheeting (10 S.F. or More)	443	Each Day	\$.37	\$ 163.91
7016067	Changeable Message Board (Contr. Furn.)	48	Each Day	\$ 51.20	\$ 2,457.60
7016071	Pilot Vehicle With Driver	208	Hour	\$ 31.80	\$ 6,614.40
7016075	Flagging Services (Civilian)	312	Hour	\$ 19.30	\$ 6,021.60
7016078	Flagging Services (Off-Duty Uniformed Law Enforcement Officer)	208	Hour	\$ 50.40	\$ 10,483.20

SECTION 2 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION

Procurement Group
1739 W. Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000256

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 "**Attachment**" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 "**Contract**" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 "**Contract Amendment**" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 "**Contractor**" means any person who has a Contract with the State.
 - 1.5 "**Days**" means calendar days unless otherwise specified.
 - 1.6.1 "**Exhibit**" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.6.2 "**Gratuity**" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.7 "**Materials**" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.8 "**Procurement Officer**" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.9 "**Services**" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.10 "**Subcontract**" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.11 "**State**" means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.12 "**State Fiscal Year**" means the period beginning with July 1 and ending June 30,
2. **Contract Interpretation**
 - 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.

Incl
1-3

SECTION 3 SPECIAL TERMS AND CONDITIONS
ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 W. Jackson Street, Suite A Phoenix, Arizona 85007 Phone: (602) 712-7211
SOLICITATION NO. ADOT11-00000256

1. **TERM OF CONTRACT**

The term of any resultant contract shall commence on the **effective day of Notice to Proceed** and shall continue for a **period of seventy (70) calendar days** thereafter, unless terminated, cancelled or extended as otherwise provided herein.

Project completion time for this project (Chip Seal and Fog Coat application) is twenty-seven (27) calendar days from Notice to Proceed. The completion time for the entire Project including permanent pavement marking is seventy (70) calendar days from Notice to Proceed.

2. **CONTRACT EXTENSION**

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.

3. **CHANGES**

The Department reserves the right to revise the delivery and schedule; and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

4. **BID EVALUATION**

In accordance with the Arizona Procurement Code A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive Offeror whose offer conforms in all material respects to the requirements and criteria set forth in this Invitation for Bid.

5. **ELIGIBLE AGENCIES**

Any contract resulting from this solicitation shall be for the exclusive use of the agency designated in the cover of this document.

6. **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 Department. The Department reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the Chief Procurement Officer. Approval shall be at the discretion of the Chief Procurement Officer and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

SECTION 3
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000256

7. ORDERING PROCESS

Upon award of a contract the Department's Procurement Group, or any designated Agency may procure the specific material and/or service awarded by the issuance of a contract purchase order to the appropriate Contractor. Each contract purchase order must cite the correct contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the Code for public bidding shall be complied with. A contract purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the using agency to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

8. SHIPPING TERMS – NOT APPLICABLE

9. DELIVERY – NOT APPLICABLE

10. ACCEPTANCE

The project shall be subject to a complete inspection by the Department. Inspection criteria shall include, but not limited to, conformity to the specifications, workmanship, quality and control of materials.

Determination of acceptability of work shall be made by the Contract Administrator. Work shall be completed in a responsible and professional manner and in accordance with the specifications, schedules, or performance/operating standards in the work assignment.

The Contract Administrator or his/her representative shall decide on issues which may arise as to the quality and acceptability of any work performed under this contract.

11. INVOICING

Upon satisfactory inspection and acceptance by the Department of the completed project, the Contractor shall submit an invoice for payment.

Each separate invoice shall include at a minimum:

- Itemized Quantities (Quantities used for each pay item)
- Tracs Number & Federal Aid Number
- Price per pay item and invoice total
- Location of services
- Department contract name, number/purchase order number
- Applicable Taxes

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000256

The Contractor shall submit invoices to the address listed on each Purchase Order Document. Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of service within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE SERVICES PROVIDED TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

Information collected via FAST and PEN systems are for data collections purposes only. No payment will be made through the FAST or PEN systems. Payment to the contractor is made when the invoice is submitted to the Department and is verified against the aggregated quantities shown in FAST.

12. PROMPT PAYMENT DISCOUNT

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purposes of evaluating that price (See Price Sheet, Attachment 2).

13. ESTIMATED QUANTITIES

This solicitation references quantities as a general indication of the needs of the Department. The Department anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the Department reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

14. PRICE REDUCTION – NOT APPLICABLE

15. PRICE ADJUSTMENT

If work on these projects will not commence for thirty (30) days after the Notice to Proceed has been issued, the following provisions shall apply:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

SECTION 4 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000256

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. **"Attachment"** means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. **"Contractor"** means any person who has a Contract with the State.
5. **"Days"** means calendar days unless otherwise specified.
6. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. **"Offer"** means bid, proposal or quotation.
8. **"Offeror"** means a vendor who responds to a Solicitation.
9. **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. **"Solicitation"** means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. **"Solicitation Amendment"** means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

SECTION 5
SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000256

Bidders are required to carefully examine the site of the proposed work and satisfy themselves as to the labor hours and conditions to be involved in performing the work. Submission of an offer is prima facie evidence that the Contractor has examined the work site, understands ALL work requirements and is aware of all conditions that might impact work performance.

1. OFFER SUBMISSION, DUE DATE AND TIME

Offers in response to this solicitation shall be submitted within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). Offers shall be received before the date/time listed in the "solicitation's 'Bid Opening Date' field. Offers submitted outside ProcureAZ, or those that are received on or after the date/time stated in the "Bid Opening Date" field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or (602) 542-7600).

With regards to Section 4 Uniform Instructions, Item D, "Submission of Offer", "Sealed Envelope or Package"; offers in response to this solicitation shall be submitted within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) as specified above.

A. Electronic Copy

One electronic copy of the bid shall be submitted in the ProcureAZ e-procurement system on the attached forms and in the acceptable format specified in the solicitation. Acceptable formats include .doc document (Microsoft Word XP or 2003), xls spreadsheet (Microsoft Excel XP or 2003) and .pdf (Adobe Acrobat portable documents format, preferred).

B. Electronic Documents

The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

C. Completing and Submitting Required Attachments

If any of the Attachments are required to be completed, use the following instructions:

- C.1 Open and save the Attachment(s) to your own computer.
- C.2 Complete the required information; save and re-attach the completed Attachments to ProcureAZ, adding the word "Offeror" before the word "Attachment".

NOTE: ProcureAZ will not save information entered directly on an Attachment.

SECTION 5 SPECIAL INSTRUCTIONS TO OFFERORS
ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 W. Jackson Street, Suite A Phoenix, Arizona 85007 Phone: (602) 712-7211
SOLICITATION NO. ADOT11-00000255

NOTE: Each Tracs Number shall be bid as one (1) project. *For example, the five (5) locations for the Kingman District shall be bid as one project.*

Not providing pricing on any item for any given project listed will be regarded as non-responsive and may result in the bid being rejected. All or some of these items will be used for each individual project.

Quantities listed are estimates, with the opportunity afforded the Contractor to verify quantities for each specific project.

Mobilization:

Payment for mobilization will be paid at the contract Lump Sum price as indicated on the **Price Sheet, Attachment 2**. Mobilization charges will be paid from the contractor's nearest yard to the initial jobsite. **The Contractor and the Contract Administrator shall agree upon all mobilization mileage prior to the start of any work.**

8. BID BOND

The bidder is required to submit a non-revocable bid security in the amount of **10% of the total bid price**. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the Department Procurement Group by the due date and time cited for this solicitation, as per instructions in paragraph 1.

The Department will hold all bid security during the evaluation process. As soon as it is practicable after the completion of the evaluation, the Department shall:

1. Issue a contract award notice for those bids accepted;
2. Return all checks to those who have not been issued a contract award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance, payment, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the Department.

In case of default, the Department reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the Arizona Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs. All bid bonds must be executed on forms substantially equivalent to **Attachment 3**.

9. PERFORMANCE HISTORY

Complete and submit all information requested on **Attachment 4**, as per instructions in paragraph 1. The requested information is for data collection purposes only and will not be used in the evaluation of the solicitation.

**SECTION 6
FEDERAL TERMS
(Construction)**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 W. Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211

**SOLICITATION NO. ADOT11-00000256
TRACS NO. H8029 01C**

SF010CF-0309

FHWA 1273, MEMORANDUM AND CFR CHANGE

January 19, 2009

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273) shall apply to this contract as well as the following:

- **FHWA memorandum with the subject titled "THE DISCONTINUANCE OF THE FHWA-45, FHWA-47 & FHWA-810".** In accordance with this memorandum the Contractor shall be governed by the following:

The submission of Form C-50 (FHWA 47) which is used to fulfill the reporting requirements of Section VI, Record of Materials, Supplies, and Labor of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is no longer required on Federal Aid Construction Contracts. Only that part of Section VI of **FHWA 1273** is thus eliminated. All the other parts remain in effect.

- **CFR (Code of Federal Regulations) change regarding Employee Social Security Numbers and Addresses on Payrolls.** In accordance with the US Department of Labor regulations change in 29 CFR Parts 3 and 5 the Contractor shall be governed by the following:

Section V, Paragraph 2b of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

**REQUIRED CONTRACT PROVISIONS FOR
FEDERAL-AID CONSTRUCTION CONTRACTS**

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I. General	2
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SOLICITATION AMENDMENT NO. ONE (1)
SOLICITATION NO. ADOT11-00000256



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A
Phoenix, Arizona 85007
Phone: (602) 712-7211



Description: Chip Seal Projects at Specific Locations for the Yuma District

Solicitation Due Date: February 18, 2011 until 3:00 P.M. MST

An **original** signed copy of this amendment shall be received by the ADOT Procurement Office with your offer or prior to the Solicitation due date and time.

Acknowledge all Solicitation Amendments issued via the e-Procurement system, ProcureAZ (<http://procure.az.gov>), include and submit signature page of the actual solicitation amendment, if applicable. This Solicitation is amended as follows:

1.0 CHANGES

Attachment 2, Price Sheet, Page 3, of the solicitation shall be removed and replaced with amended Page 3, attached.

Change has been indicated in ***bold italicized*** lettering:

2.0 There are no further changes at this time.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

Offeror hereby acknowledges receipt and understanding of the above amendment.		The above referenced Solicitation Amendment is hereby executed this 14th day of February 2011, at Phoenix, Arizona.	
Signature _____		Date _____	
Typed Name and Title _____			
Company Name _____			
Address _____			
City _____		State _____ Zip _____	
		Ellen Farmer 2/14/11 Ellen Farmer <i>mw</i> PROCUREMENT OFFICER	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0662759 Aon Risk Insurance Services West, Inc. 199 Fremont Street, Suite 1500 San Francisco, CA 94105	1-415-486-7000 CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Intermountain Slurry Seal, Inc. P. O. Box 50085 Watsonville, CA 95077	INSURER(S) AFFORDING COVERAGE INSURER A: VALLEY FORGE INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 20817310

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	GL 2074978689	10/01/09	10/01/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liability	X X	BVA 2074978692	10/01/09	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 274978644 (AOS) WC 274978630 (CA)	10/01/09 10/01/09	07/01/12 10/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

160498 ADOT11-00000256, Chip Seal Projects at Specific Locations for the Yuma District
The State of Arizona, ADOT, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

GL PER ISO FORM CG0001 10/01; AL PER ISO CA0001 03/06

CERTIFICATE HOLDER

160498
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 WEST JACKSON STREET
SUITE A
PHOENIX, AZ 85007

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jnelson160
ACORD 25 (2009/09)
20817310

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General Decision Number: AZ100013 12/03/2010 AZ13

Superseded General Decision Number: AZ20080013

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	03/26/2010
3	06/04/2010
4	08/20/2010
5	08/27/2010
6	09/24/2010
7	12/03/2010

CARP0408-005 07/01/2009

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	7.24

ENGI0428-001 06/01/2010

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 21.95	9.79
Group 2.....	\$ 25.22	9.79
Group 3.....	\$ 26.30	9.79
Group 4.....	\$ 27.33	9.79

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Belcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt

**ARIZONA DEPARTMENT OF TRANSPORTATION
EVALUATION REPORT
CHIP SEAL PROJECTS AT SPECIFIC LOCATIONS FOR THE YUMA DISTRICT
SOLICITATION NO. ADOT11-00000256**

Discovery Process/Data Gathering

It was discovered in September 2009 that all Preventive Surface Treatment projects would be required to include Federal Terms in order to be eligible for federal funding. A decision was made that the projects would be bid through Procurement, including the above referenced project for chip seal (Preventive Surface Treatment project).

Contract Maintenance Services (CMS) and the Project Manager, Mafiz Mian would be entities compiling the specifications and pricing information necessary to complete the Procurement Bid Package. The Federal Highway Administration (FHWA) would be included in the review process throughout the development of the solicitation.

The initial draft was issued by CMS and the specifications and pricing information received on September 24, 2010. The Authorization to Bid packet was forwarded to the ADOT Finance Group on August 10, 2010. FHWA approved the Authorization to Bid packet on August 24, 2010. The final draft was forwarded to FHWA for review and approval prior to advertisement on January 26, 2011.

Procurement Process

The solicitation was formally advertised in the Arizona Republic newspaper, in accordance with the Arizona Procurement Code (A.P.C.) A.R.S. §41-2533, Competitive Sealed Bidding.

Electronic notification of the Invitation for Bid (IFB) was sent to at least fifty-seven (57) prospective vendors who were registered with the ProcureAZ.gov on February 6, 2011. Public notice was also sent to two (2) vendors identified on an additional list on February 6, 2011.

Three (3) Solicitation Amendments were issued on February 14, 2011, February 15, 2011 and February 17, 2011.

A pre-offer conference was not held, due to travel and time constraints.

Resources

Several representatives from CMS, the Maintenance Districts, the Project Manager, Mafiz Mian and FHWA provided input during the discovery/solicitation/evaluation process of this solicitation. A total of approximately seventy-eight (78) hours was spent on developing, evaluating and awarding this contract.

Evaluation Process

Bids were opened on Procure.AZ.gov on February 24, 2011 at 3:01 P.M. in accordance with (A.P.C.) A.R.S. § 41-2533, Competitive Sealed Bidding. Five (5) bids were received and recorded.

In accordance with (A.P.C.) A.A.C. R2-7-B307 no offers were late, withdrawn or modified.

The Five (5) bids were evaluated in accordance with R2-7-B312 by the ADOT Procurement Office.

Contract Award

In accordance with A.R.S. §41-2533 and R2-7-B314 bid shall be awarded to the lowest, responsible and responsive offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Invitation For Bid (IFB).

Award Recommendation

The ADOT Procurement Group recommends the following award:

Intermountain Slurry Seal, Inc. – Yuma District, H8029 01C, STP-999-A(275) A

Project Information
Needed to Create a Procurement in FAST

Tracs Number:
Project Number:
Location:
District:
Org:
Resident Engineer:
Number of Contract Calendar or Working Days:
Work Description:
County:
Prime Contractor:
Route:
Beginning Mile Post:
Ending Mile Post:
Length:
FHWA Code:
Contract Bid Amount:
Date Bids Opened:
Awarded:
Executed:
Federal Aid Wage Decision and Modification No.

** Information listed above is a minimum requirement to create and save a project in FAST



Arizona Department of Transportation
Intermodal Transportation Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Halikowski
Director

May 12, 2011

Floyd Roehrich Jr.
State Engineer

Contractor name

ATTN:

Address

City, State, Zip

Subject: Notice to Proceed (**Contract No.**) (**Project Description**)

Dear Mr/Ms:

The attached schedule provided by (**contractor name**) on (**date**) conveys a start date of (**date**). Contract completion time will commence on that date for a period of (**# of days**) days. This letter will serve as your Notice to Proceed.

In accordance with ADOT Procurement Group Contract No. (**enter #**), (**micro seal, chip seal, etc.**) application is to be completed by (**date**). The entire project, including permanent pavement marking is to be completed by (**date**).

The ADOT Project Manager for this project is (**name and title**). We look forward to working with (**contractor name**) toward the successful completion of this project.

Sincerely,

Sr./Resident Engineer

Attachment: Project Schedule

SUBCONTRACTOR REQUEST FORM (SRF)

It is ADOT's responsibility to insure that prime contractors employ subcontractors in accordance with various Federal and State regulations. With this in mind, ADOT has implemented a subcontractor approval streamlining process which will insure compliance while decreasing the required approval time. Field Reports fax #602-712-3067 / 206 S. 17th Ave., MD 133A, Phoenix, AZ 85007

CONTRACT # _____		
FED AID # / TRACS # _____	/	_____
PRIME CONTRACTOR: _____	PRIME CONTRACT AMOUNT	\$ _____
TELEPHONE NO. _____	ESTIMATED SUBCONTRACT AMOUNT	\$ _____
FAX NO. _____		
SUBCONTRACTOR NAME: _____	LOWER TIER TO: _____	
ADDRESS _____	SUBCONTRACTOR LICENSE NO. _____	
ADDRESS _____	DBE: Yes _____ No _____	
CITY, STATE, ZIP _____	I CERTIFY THAT I AM A BONA FIDE TRUCK OWNER/OPER	
EMAIL ADDRESS (REQUIRED) _____		
PHONE _____	Signature/Date (if applicable)	_____

SUBCONTRACTED BID ITEMS No.'s (Specify Joint Items)

SUBCONTRACTED NON-PAY ITEMS (Provide Description of Work)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATION:

The Prime Contractor and Subcontractor certifies the following :

- A)** The Subcontractor has received applicable Documents No. 3-10 per Special Provisions.
- B)** The Prime Contractor and Subcontractor will execute Documents No. 1 and 2 prior to the start of Subcontractor's work. DBE subcontracts to be submitted at Pre-Construction conference (Spec. 108.01/.03)
- C) Upon execution, Prime Contractor will send Field Office and Procurement copies of Documents No. 1 and 6**
 - 1. Subcontract Agreement containing the above Bid Items of Work
 - 2. Certification, Contracts or Subcontracts subject to EEO Clause August 1, 2000 (Non FA projects only)
 - 3. Executive Order 99-4 Amending 75-5 (Non FA projects only)
 - 4. Standard Federal EEO, Executive Order 11246 Revised 04-15-81 (Federal Aid and Non FA projects)
 - 5. Affirmative Action to Insure Equal Employment Opportunity (Executive Order 11246), April 15, 1981 (Fed Aid and NFA)
 - 6. Certification, Contracts or Subcontracts subject to EEO clause April, 1969 (Federal Aid projects only)
 - 7. FHWA 1273-(Rev.3-94) (Federal Aid projects only)
 - 8. EEO Compliance Reports, August 1, 2005 (Federal Aid Projects only)
 - 9. Certification of Nonsegregated Facilities, September 29, 1975 (Federal Aid Projects Only)
 - 10. Wage Determination Decision # _____ Mod # _____ (As per special provisions for above referenced project)

_____ Authorized Prime Contractor Signature/Date	_____ Authorized Subcontractor Signature/Date	_____ Authorized Lower Tier Signature/Date
_____ Title	_____ Title	_____ Title

FOR ADOT USE ONLY

According to the appropriate Contract Provisions, the ADOT Procurement Office has approved, on this date, the subletting of the work items described above.

Total Subcontracted To Date: _____	Percentage Subcontracted To Date: _____ %
	Subcontract in Field Reports: YES _____ NO _____
_____ Procurement Officer, ADOT Procurement	_____ Date
	Org: _____

5/3/2011

SUBCONTRACTOR REQUEST FORM (SRF) INSTRUCTIONS

PROCUREMENT CONTRACTS

The Subcontractor Request Form (SRF) is a streamline form to use in requesting approval for subcontractors. Using this form will save time, eliminate excessive paper and ensure the subcontractor receives all the necessary documents.

PRIME CONTRACTOR:

1. The Prime fills out the form
2. The Prime gives applicable documents 3-10 to the Subcontractor
3. The Prime and Subcontractor sign, date and title the SRF
4. The Prime faxes, Scans or delivers the SRF, and EEO Clause to the ADOT Field Office

FIELD OFFICE:

5. The Field Office verifies that the SRF is fully and accurately completed (verify bid items, ROC License if current and approved to do specific work requesting to be approved.
6. Faxes, Scans or delivers SRF and subcontract to Field Reports (Attn: Yvonne Navarro)

FIELD REPORTS:

7. Verifies information
8. Verifies AZROC licensing is for work being requested to subcontract
8. Field Reports inputs SRF onto FAST/Subcontractor Index
9. Faxes or Scans inputted SRF to Procurement and Field Office

PROCUREMENT:

10. Procurement Officer receives inputted SRF from Field Reports, signs, and faxes or scans a copy to the Field Office and Prime Contractor

TIMELY PROCESSING IS CRITICAL

NOTES: Field Office to ensure that the SRF is accurate prior to forwarding to Field Reports for entry onto subcontractor index

An approved subcontractor can only subcontract out Lower Tier items of work which he/she is already approved to work

Arizona Registrar of Contractors (AZROC) License

- AZROC License must be for the type of work that is being subcontracted
- Questions regarding types of AZROC License required should be directed to the AZROC
- No AZROC License is required for Temporary Traffic Control, Trucking, Concrete Pumping, J-Jon Services, Camera for Sewer Mains, Professional Services such as Survey work, Quality Control



FINAL ESTIMATE CHECKLIST

Documentation to be sent to Field Reports, including:

- ☐ 1. Final Estimate (Original only, with Resident Engineer's signature. Semi-final required if balance due exceeds \$500.00).
- ☐ 2. Final Balance Report (Original only, with Resident Engineer's signature). Shall match the estimate amount.
- ☐ 3. Include all sections of the transaction detail log signed by the Resident Engineer.
- ☐ 4. Submit supporting documentation for all bituminous materials/price adjustments paid by the ton including:
 - lab reports and/or invoices
 - Hot Plant reports (Daily documentation of the amount of mineral admixture incorporated into the mix; temperatures recorded in graphic form after each shift of production; and records of all asphalt cement deliveries to the plant) See Standard Specification 403.
 - bituminous materials price adjustment recap(See Construction Manual Exhibit 4-5, Bituminous Material Price Adjustment Example).
- ☐ 5. Submit supporting documentation for all Mineral admixture in accordance with Construction Manual Method of Measurement and Basis of Payment. (See Construction Manual Exhibit AC-7, Daily Mineral Admixture Report Example and Blank Forms at the end of Chapter IV).
- ☐ 6. Supporting documentation for all incentives and disincentives paid.
- ☐ 7. Start and Completion Memo signed by Resident Engineer.
- ☐ 8. Acceptance Letter signed by District Engineer.
- ☐ 9. Time Reports, first and last, for each phase signed by the Resident Engineer.
- ☐ 10. Request for extension of time, liquidated damage letter and stop/resume work orders.
- ☐ 11. Diesel Fuel Recap sheet.

REMINDER OF OTHER SUBMITTALS

MAIL MATERIALS CHECKLIST DIRECTLY TO MATERIALS – 068R (see contract card for verification).

SUBMIT NOTICE OF TERMINATION OF INTENT TO DISCHARGE TO ROADSIDE DEVELOPMENT. (NOI/NOT-Notice of Intent/Notice of Termination).

SEND AS-BUILT PLANS TO PROJECT MANAGEMENT, ENGINEERING BUILDING, ROOM 295E, MAIL DROP 614E (see CCS-finance).

SEND DBE AFFIDAVITS AND TRAINING REPORTS TO CIVIL RIGHTS OFFICE.

WHEN FINAL ESTIMATE IS SUBMITTED TO FIELD REPORTS FOR FEDERAL PROJECTS, CERTIFIED PAYROLL ISSUES ARE RESOLVED, FINALED AND CLOSED.