

SERIAL 06109 S DUST STABILIZATION, USING CHEMICAL METHODS

DATE OF LAST REVISION: February 05, 2009 CONTRACT END DATE: December 31, 2009

CONTRACT PERIOD THROUGH DECEMBER 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DUST STABILIZATION, USING CHEMICAL METHODS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 20, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Materials Management
Richard Crago, Facilities Management

(Please remove Serial 01113-SC from your contract notebooks)

**INVITATION FOR BID FOR: DUST STABILIZATION, USING CHEMICAL METHODS
(NIGP 75045)**

1.0 INTENT:

This Invitation for Bids shall be to procure the services of qualifying vacant lot dust control contractors who have the expertise and credentials to provide this specialized chemical application service for the County Facilities Management Department (FMD) and other County agencies on an as-needed basis. This means responsive/responsible contractors shall be pre-qualified with 90 day firm fixed pricing [Pricing submitted will be held firm for ninety (90) days]. As the services are required, each qualified contractor shall be provided a project site address and scope of work. The contractors will be asked to submit quotations to the requesting County department.

The Environmental Protection Agency (EPA) promulgated the final Federal Implementation Plan (FIP) for Arizona, which addresses, in part, the control of PM-10 emissions from vacant lots, unpaved parking lots and unpaved roads. PM-10 refers to particulate matter in the air with diameters of ten (10) microns or less which has been proven to be a significant health hazard when present in significant concentrations.

The intent of this IFB is to provide soil stabilization treatment which will comply with EPA PM-10 rules as related to vacant lots owned by Maricopa County, and defined in Federal Regulation 40 CFR Part 52, FRL-6511-3, 12/21/99 FIP, and Maricopa County Environmental Services Department, Air Quality Division, Rules 310 and 310.01. All the proposed work is located in Maricopa County.

This contract shall be awarded to multiple responsive/responsible bidder(s) based on application technologies as specified.

2.0 TECHNICAL SPECIFICATIONS:

2.1 The work may include application of one or more of the following:

2.1.1 Acrylic Polymer Dust Palliative: The palliative material shall be acrylic, acrylate, or acetate liquid polymers (pH of 4.0-9.5) and **manufacture's solids with a minimum percent** content of 40% (by weight). Acrylic Polymer products shall not contain nor emit CFCs, freons or VOCs (**not greater than 1 gram per liter of volatile organic compounds**). HMIS ratings shall be equal to or less than each of the following categories: H=1;F=1;R=1;PPF=X.

2.1.2 Petroleum Hydrocarbon Emulsion: The emulsion material shall be a petroleum hydrocarbon emulsion (pH of 4.0-7.0) with a **manufacture's solids with a minimum percent** content of 60 percent by weight, in its concentrate form. **Petroleum Hydrocarbon Emulsion products shall not contain or emit CFCs, freons, or VOCs (not greater than 1 gram per liter of volatile organic compounds).**

2.1.3 Gypsum Mulch Dust Palliative: The mulch material shall be gypsum blended fiber mulch. Gypsum Mulch products shall not contain or emit CFCs, freons or VOCs. HMIS ratings shall be equal to or less than the following categories: H=1;F=1;R=1;PPF=X.

2.1.4 Non-Gypsum Mulch Dust Palliative: The material shall be fiber mulch, non-gypsum blend. Non-Gypsum Mulch products shall not contain or emit CFCs, freons or VOCs. HMIS ratings shall be equal to or less than the following categories: H=1;F=1;R=1;PPF=X.

2.1.5 Other Products: Please submit other products that the County may consider.

2.2 The Contractor assigned to this contract shall not start any job without prior approval from the appropriate County department.

2.3 Applications:

- 2.3.1 The driver of the vehicle dispersing the product MUST have a minimum of 6-months application experience --or-- the driver is to be accompanied by someone with application experience. Failure of Contractor to follow this requirement shall cause the County to cancel the application and all mobilization and demobilization costs shall be incurred by the Contractor, including cost to unload the chemical back to his supplier.
- 2.3.2 The products shall provide dust suppression and soil stabilization to all areas specified within the project limits.
- 2.3.3 Stabilized surface referenced herein shall be defined in the Promulgation of Federal Implementation Plan for Arizona: Revision to Promulgation of Federal Implementation Plan for Arizona – Maricopa Non-attainment Area; PM-10 (40 CFR Part 52 FRL-6511-3) Published in Federal Register December 21, 1999, and Maricopa County Environmental Services Department, Air Quality Division, Rules 310 and 310.01.
- 2.3.4 The products used for dust palliatives/stabilizers and their degradation products shall not be composed of any element, compound, or mixture, or produce runoff with the characteristics identified under Arizona Administrative Code R18-8-261, emit or off gas during placement, use, or degradation of any hazardous air pollutant listed under §112 of the Federal Clean Air Act (42 U.S.C. 7412), be a hazardous chemical substance or mixture pursuant to §7 of the Federal Toxic Substance Control Act (15 U.S.C. 2606), be designated by rule an extremely hazardous chemical substance pursuant to the Arizona Environmental Quality Act (**enabling act for ADEQ**), nor be prohibited for use by the Arizona Department of Environmental Quality (ADEQ), the EPA, or any applicable law, rule, or regulation.
- 2.3.5 The dust palliatives/stabilizers or their components and degradation products shall not be substances or composed of substances known to be, or reasonably anticipated to be, carcinogenic by the U.S. Department of Health and Human Services.
- 2.3.6 The Contractor shall provide adequate proof that storm water runoff from treated areas (as a result of application of the chemical dust palliative/stabilizer product) shall not be in violation of the Arizona Surface Water Quality numeric standards as defined in the Arizona Administrative Code, Title 18, Chapter 11, for the Salt River, Indian Bend Wash or the Arizona Canal Diversion Channel. Adequate proof can be shown by providing ALL of the following and cannot be more than four (4) years old:
- (a) Complete aquatic toxicity test for lethal concentration at 50% (LC50). If necessary, documentation that could be traced back to the original manufacturer, and specific batch number of the product.
 - (b) Complete list of all individual chemical constituents (**including MSDS sheets of all chemicals**) (including proprietary chemical information) and percentage of each in a given volume of pure chemical product. **This information must be submitted with the bid. If data is proprietary and confidential, submit these in a separate sealed envelope marked “PROPRIETARY AND CONFIDENTIAL”. After review, the County will, at the Contractor’s option, return the information or have it shredded.**
 - (c) Surface water runoff test. This test involves running distilled water over a treated soil area, collecting the test water, and submitting to a certified lab (preferably by the State of Arizona) for analysis.
 - (d) The Contractor shall provide the weight of solids per gallon of undiluted product (where applicable).
 - (e) Provide name and phone number of your supplier and company chemist.

- (f) All testing performed on the product to verify compliance of these document criteria shall be performed on the undiluted concentrate of the product itself. **The product shall be delivered to the lab in undiluted form.** Dilution of the product may only occur as determined by the laboratory equipment detection limits **based on manufacturer's recommendations.** The actual trade name of the product submitted shall be on all chain of custody documentation and test results documentation. All original laboratory data must be submitted with the tested product's exact identifiable name on all results sheets.

2.4 Performance Requirements:

- 2.4.1 The contractor shall be equipped with certified meter or weight tickets and calibration charts relating to the specific gravity of the concentrate and/or dilution to provide for accurate, rapid determination and control of the amount of dust palliative being applied. The spreading equipment shall be designed so that uniform application of a dust palliative can be applied in controlled amounts ranging from .50 to 2.0 gallons per square yard.
- 2.4.2 Application of the products **for vacant lots** in accordance with these specifications and as described in the application methods submittal shall provide a stabilized surface, as defined herein and in accordance with the test methods provided in these specifications, for a minimum of twelve (12) months from completed application of product (warranty). Any section of the lot that is violated by human activity, not authorized by the Contractor, shall void the warranty for that damaged section. At the County's option, the Contractor may re-treat the damaged area at additional cost and thus reinstate the full warranty.
- Traffic areas shall be warranted for one (1) year.**
- 2.4.3 The contractor shall provide and install the product free of charge if the finished project fails to meet the performance requirements of these specifications. The Contractor shall provide additional applications when they are required, and within 48 (forty-eight) hours from a performance failure when notified via certified letter.
- 2.4.4 The product will be measured by the square yard (for time & materials work) of the specified area, or as ordered by FMD. No separate measurement or payment will be made for any product materials used for temporary air and water pollution, soil erosion, or siltation control.
- 2.4.5 All products must be applied by a Bear Cat Sprayer or other approved truck specifically designed for applications of palliatives. **Multiple applications are acceptable. Water tank trucks shall be used for water only.**
- 2.4.6 The Contractor must make sure the product does not form a "skin" on the surface of the soil. A "skin" is the formation of any palliative on the surface that can be dislodged or peeled from the soil. Any formation of the palliative on the soil surface must adhere to the underlying soil to a depth of 1/8".

2.5 Special Requirements:

- 2.5.1 No equipment or traffic will be permitted on the stabilized areas for a 24-hour period unless approved by the dust palliative manufacturer (vacant lots only).
- 2.5.2 The Contractor shall provide a water source for the dilution of the concentrated dust palliative.

- 2.5.3 Pre-wetting may be required in order to break the surface tension of the soil to be treated, this shall be done in accordance with the manufacturers recommendation. The Contractor shall provide water for pre-wetting as needed.
- 2.5.4 All products must be applied using equipment that is specifically designed for the application of palliatives.
- 2.5.5 The dilution rate of the mix will be one (1) gallon concentrate dust palliative per seven (7) gallons of water, or Maricopa Association of Government specifications, Section 792, or by the County's project manager. **Rates may be adjusted in the field based on conditions or by the County's project manager. The percent of concentrate as recommended by the manufacturer.**
- 2.5.6 The diluted stabilizer (**the percent of concentrate as recommended by the manufacturer**) shall be sprayed on the areas described, utilizing a pressurized, metered distributor truck or application rates shall be as described in the application methods submittal. Rates may be adjusted in the field due to changes in soil or other conditions, only upon FMD approval (the application methods shall be submitted with the bid package and shall clearly define the application procedure in accordance with the manufacturer's recommendations and this bid document). Information required shall be bound with a cover sheet titled "Application Methods Submittal" and state the proposal title, name and address of bidder, name and address of chemical palliative manufacturer, and chemical palliative type and trade name. **Rates may be adjusted in the field based on conditions or by the County's project manager.**
- 2.5.7 In addition to the requirements stated elsewhere, the application methods submittal shall include:
- (a) Manufacturers standard literature for dust palliative/stabilizer.
 - (b) Curing time for each application method.
 - (c) Application and dilution rates proposed for the soil types.
 - (d) Equipment to be used during all phases of application.
 - (e) Description of any construction activities not specifically referenced in the document.
 - (f) Type of equipment utilized to apply the palliative (see §2.4.5, 2.5.11).
- 2.5.8 The application rate may be adjusted in the field due to changes in soil or other conditions only upon FMD approval. The Contractor may offer other dilution rates and the County shall review the suggestion.
- 2.5.9 The surface temperature shall be 50°F and rising before any application. Additionally, should not be applied before, during, or 24 hours after a rainfall. The County shall make the call regarding temperatures.
- 2.5.10 The Contractor shall clear the affected area of all trash and debris and the area inspected for sufficient drainage. Should the Contractor foresee a possible drainage issue, the Contractor shall immediately notify the County prior to the application of the product. All trash generated by the Contractor shall be removed by the Contractor.
- 2.5.11 Application of Gypsum Mulch Dust Palliative may be via a hydro seeder or method of application as deemed by the Contractor.

2.6 Project Work/Time and Materials Work:

Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established in Attachment A, PRICING.

The threshold from T&M to project work shall be \$1,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work.

The County’s project quote sheet will contain the following information:

- The contract serial number;
- Name and address of site;
- FMD site ID number;
- Detailed scope of work,
- Other information relative to the SOW,
- Line item, project cost,
- Check box for “will quote” or “will not quote” the project,
- Deadlines for quote delivery,
- Signature line for both the County and the Contractor

After site review of the project, the Contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price or decline with a written reason explaining why the project was declined. Contractors who have declined project work three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss possible default of contract.

The submitted project price quote shall be all-inclusive. Any cost overruns shall be absorbed by the Contractor; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if requested by them) prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment. ALL contractors shall have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for dust stabilization services receive such documentation.

Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid in Attachment A, PRICING.

This contract may also be used for T&M work (under \$1,000) and priced per square foot hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so forth. The contractor of record having the lowest cost per square foot shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County will maintain a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and make a determination for default of contract.

- 2.7 Contractor shall submit product specifications and a Material Safety Data Sheet (MSDS) with the bid for each product anticipated to be utilized, and provide a certificate of compliance with each lot purchased. The certifications shall state as a minimum that the product complies with specifications submitted with the bid.

The MSDS must include all chemical compounds present in concentrations greater than 1.0% for each product bid. If additives are added to the acrylic (other) polymer type product other than water, then complete MSDS's for the acrylic polymer base and each additive shall be provided. The County reserves the right to request and obtain all original MSDS's of the submitted product upon request.

The County reserves the right to request a product sample for its independent chemical analysis before, during, and/or after the product is applied.

- 2.8 Existing Vegetation:

Existing vegetation shall be protected using methods approved by the County. The Contractor and the County representative shall visit the site and a determination made as to which vegetation is to be saved. Equipment shall not be operated within the drip line of existing trees. Vegetation, landscape features and/or irrigation systems that are damaged, destroyed, or removed without consent of the County shall be replaced in kind and size and guaranteed for one (1) year at the Contractor's expense. If the Contractor replaces any vegetation due to damage, the care and maintenance of replacement vegetation shall include watering, pruning, and fertilization as required to ensure the vegetation becomes established within the 12-month warranty period.

- 2.9 The Contractor assigned to this contract shall not start any job without prior approval from the County, with confirmation, start date, and time.

- 2.10 General Requirements:

2.10.1 The Contractor will be responsible for all permits and review fees. The Contractor is specifically reminded of the need to obtain the necessary Maricopa County dust control permits for any earthmoving activities and other environmental permits or files the necessary environmental notices. Copies of these permits and notices must be provided to the County's project manager prior to start of work.

2.10.2 Arrangement for construction water is the Contractor's responsibility.

2.10.3 The contractor is responsible for obtaining the services of utility line locator companies prior to commencement of any digging activities.

- 2.11 Tax:

No tax shall be levied against labor (with exceptions noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

- 2.12 Invoicing:

Invoicing must be sent to the User Agency making the request to the Contractor for the services. Most requests will be generated by the Facilities Management Department. Should this be the case, send to:

Facilities Management
401 W. Jefferson St.
Phoenix, AZ 85003

For project work, the invoice MUST contain:

Contract serial number;
Purchase order number (or, if paid by purchase card, so noted);
Terms as bid;
Site name, address, and FMD site number;
Project cost;
Construction tax;
Total

For Time and Materials work:

Contract serial number;
Purchase order number (or if paid by purchase card, so noted);
Terms as bid;
Site name, address, and FMD site number;
Square yard unit bid (or if labor, labor unit bid);
Total square yards (or if labor, total hours);
Materials used;
Sales tax on materials only;
Total

Invoices received without these requirements shall be returned to the Contractor, further delaying payment.

2.13 Required Submittals:

2.13.1 All requirements as stated in §2.3.6. **Note: Information that is deemed confidential and proprietary must be placed in a separate sealed envelope inserted into the sealed bid envelope and marked as such.**

2.13.2 Application methods (§2.5.6 and §2.5.7).

2.13.3 Copies of all MSDS sheets for products anticipated to be used and certificates of compliance with each product lot purchased (§2.7).

2.13.4 Provide the name and phone number of your supplier, or someone who could answer technical questions about the product.

2.13.5 Test Results -- Dust Palliative:

Vendor shall submit test results (report) with the bid from an independent AASHTO accredited lab, signed and sealed by a **registered** Professional Engineer, showing the CBR value of untreated A-7 soil from Maricopa County and CBR values of that same soil at the optimum stabilizer content. Results of treated soil should show a minimum 25% increase in CBR value over the untreated soil. The test method used shall be a modified version of ASTM D 1883 Test Method for CBR (California Bearing Ratio) of Laboratory Compacted Samples. The following curing modification shall be used:

- (a) Curing: CBR specimens, after molding, shall be left in their mold, on their sides and cured in the laboratory air for 7 days prior to being immersed in water for 96 hours and then tested for CBR.
- (b) Moisture Content: CBR samples shall be compacted at the optimum moisture content, both treated and untreated (ASTM D698, method C). Three specimen average required. Surcharge weight shall be 10 Lbs.
- (c) Report: Shall include all the information required by ASTM D 1883, Section 10.0 for both treated and untreated CBR samples. In addition, the penetration vs. stress plot for each test shall be included (ASTM D1883, fig. 2).

- (d) At the County's option, the Contractor shall supply a sample of the product for the purpose of the County conducting its own lab test. The Contractors will be notified if the County wishes to exercise this option.

2.13.6 **Copies of State of Arizona Registrar of Contractors License.**

2.14 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.15 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.16 INVOICES AND PAYMENTS:

2.16.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.16.1.1 Company name, address and contact
- 2.16.1.2 County bill-to name and contact information
- 2.16.1.3 Contract Serial Number
- 2.16.1.4 County purchase order number
- 2.16.1.5 Invoice number and date
- 2.16.1.6 Payment terms
- 2.16.1.7 Date of service or delivery
- 2.16.1.8 Quantity (number of days or weeks)
- 2.16.1.9 Contract Item number(s)
- 2.16.1.10 Description of Purchase (product or services)
- 2.16.1.11 Pricing per unit of purchase
- 2.16.1.12 Freight (if applicable)
- 2.16.1.13 Extended price
- 2.16.1.14 Mileage w/rate (if applicable)
- 2.16.1.15 Arrival and completion time (if applicable)
- 2.16.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.16.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.16.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.17 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.18 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of an optional three (3) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, 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 there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor 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 paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.7 ORDERING AUTHORITY.

3.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

- 3.7.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

EVAN JOHNS, FACILITES MANAGEMENT, 602-372-3327
(Evan.Johns@FM.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 EVALUATION CRITERIA.

- 3.9.1 The evaluation of Bids will be based on, but will not be limited to, the following:
 - 3.9.1.1 Compliance with specifications.
 - 3.9.1.2 Price.
 - 3.9.1.3 Determination of Responsibility.
- 3.9.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide one (1) original hard copy (labeled), one (1) extra hard copy, including pricing, on Attachment A, Pricing Page. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.12 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

3.12.1 **Mandatory:** One (1) original hard copy (labeled), one (1) extra hard copy and copies of Catalogs and/or Price Lists;

3.12.2 **Mandatory:** Attachment "A", Pricing;

3.12.3 **Mandatory:** Attachment "B", Agreement; and

3.12.4 **Mandatory:** Attachment "C", References.

3.13 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

EARTHCARE CONSULTANTS LLC, 285 N MEYER AVE STE 1, TUCSON, AZ 85701

PRICING SHEET: NIGP CODE 7504502

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

1.0 PRICING:

Per specifications, pricing for dust remediation stabilization services, chemical application: The following prices are for time & materials only. Project work to be quoted separately. Pricing includes mobilization/demobilization.

	<u>TRAFFIC AREAS</u>	<u>NON-TRAFFIC AREAS</u>
1.1 Acrylic Polymer Dust Palliative:	\$ 0.81 PER. SQ. YARD	\$ 0.40 PER. SQ. YARD
1.2 Petroleum Hydrocarbon Emulsion:	\$ NA PER. SQ. YARD	\$ NA PER. SQ. YARD
1.3 Gypsum Mulch Dust Palliative:	\$ NA PER. SQ. YARD	\$ NA PER. SQ. YARD
1.4 Non-gypsum Mulch Dust Palliative:	\$ NA PER. SQ. YARD	\$ NA PER. SQ. YARD
1.5 Compaction:	\$ 110.00 PER. HOUR	\$ 110.00 PER. HOUR
1.6 Other Technologies: Petro/HydrocarbonPolymer	\$ 0.90 PER. SQ. YARD	\$ 0.45 PER. SQ. YARD
1.7 Temporary Remediation, use of water truck:	\$ 150.00 PER. HOUR	\$ 150.00 PER. HOUR
1.8 Consultation services:	\$ 100.00 PER HOUR	
1.9 Labor, for services outside the scope of contract:	\$ 38.00 PER HOUR	
1.10 Additional product, cost plus:	18%	

Terms: 1% 10 Net 30

Vendor Number: W000003319 X

Telephone Number: 520-792-4001

Fax Number: 520-792-4055

Contact Person: Rose Svedberg

E-mail Address: rose@dustdr.com

Company Web Site: www.dustdr.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2009.**

SITWORKS LAND CONTROL SYSTEMS, 402 W. GEMINI DR. TEMPE, AZ 85283
HIGHLAND ENVIRONMENTAL, 3229 W MOHAVE ST, PHOENIX, AZ 85009

PRICING SHEET: NIGP CODE 7504502

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

Per specifications, pricing for dust remediation stabilization services, chemical application: The following prices are for time & materials only. Project work to be quoted separately. Pricing includes mobilization/demobilization.

	<u>TRAFFIC AREAS</u>	<u>NON-TRAFFIC AREAS</u>
1.1 Acrylic Polymer Dust Palliative:	\$ 0.71 PER. SQ. YARD	\$ 0.35 PER. SQ. YARD
1.2 Petroleum Hydrocarbon Emulsion:	\$ N/A PER. SQ. YARD	\$ N/A PER. SQ. YARD
1.3 Gypsum Mulch Dust Palliative:	\$ N/A PER. SQ. YARD	\$ N/A PER. SQ. YARD
1.4 Non-gypsum Mulch Dust Palliative:	\$ N/A PER. SQ. YARD	\$ N/A PER. SQ. YARD
1.5 Compaction:	\$ 75.00 PER. HOUR	\$ 75.00 PER. HOUR
1.6 Other Technologies:	\$ N/A PER. SQ. YARD	\$ N/A PER. SQ. YARD
1.7 Temporary Remediation, use of water truck:	\$ 75.00 PER. HOUR	\$ 75.00 PER. HOUR
1.8 Consultation services:	\$ 50.00 PER HOUR	
1.9 Labor, for services outside the scope of contract:	\$ 25.00 PER HOUR	
1.10 Additional product, cost plus:	20%	

Terms: Net 30

Vendor Number: **W000014363 X**

Telephone Number: **480/820-1600**

Fax Number: **602/769-0858**

Contact Person: John Nagel

E-mail Address: jnagel@siteworksllc.net

Company Web Site: www.siteworksllc.net

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2009.**

INTERNATIONAL SOIL TECHNOLOGIES LLC, 681 N. MONTEREY ST., STE. 101, GILBERT, AZ 85233

PRICING SHEET: NIGP CODE 7504502

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

1.0 PRICING:

Per specifications, pricing for dust remediation stabilization services, chemical application: The following prices are for time & materials only. Project work to be quoted separately. Pricing includes mobilization/demobilization.

	<u>TRAFFIC AREAS</u>	<u>NON-TRAFFIC AREAS</u>
1.1 Acrylic Polymer Dust Palliative:	\$ 0.68 PER. SQ. YARD	\$ 0.34 PER. SQ. YARD
1.2 Petroleum Hydrocarbon Emulsion:	\$ N/A PER. SQ. YARD	\$ N/A PER. SQ. YARD
1.3 Gypsum Mulch Dust Palliative:	\$ N/A PER. SQ. YARD	\$ N/A PER. SQ. YARD
1.4 Non-gypsum Mulch Dust Palliative:	\$ N/A PER. SQ. YARD	\$ N/A PER. SQ. YARD
1.5 Compaction:	\$ 75.00 PER. HOUR	\$ 75.00 PER. HOUR
1.6 Other Technologies:	\$ N/A PER. SQ. YARD	\$ N/A PER. SQ. YARD
1.7 Temporary Remediation, use of water truck:	\$ 75.00 PER. HOUR	\$ 75.00 PER. HOUR
1.8 Consultation services:	\$ 48.00 PER HOUR	
1.9 Labor, for services outside the scope of contract:	\$ 28.00 PER HOUR	
1.10 Additional product, cost plus:	18 %	

Terms: Net 30

Vendor Number: W000004878 X

Telephone Number: 480-545-5454

Fax Number: 480-545-5456

Contact Person: Chad Falkenberg

E-mail Address: chad@soilworks.com

Company Web Site: www.soiltac.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2009.**