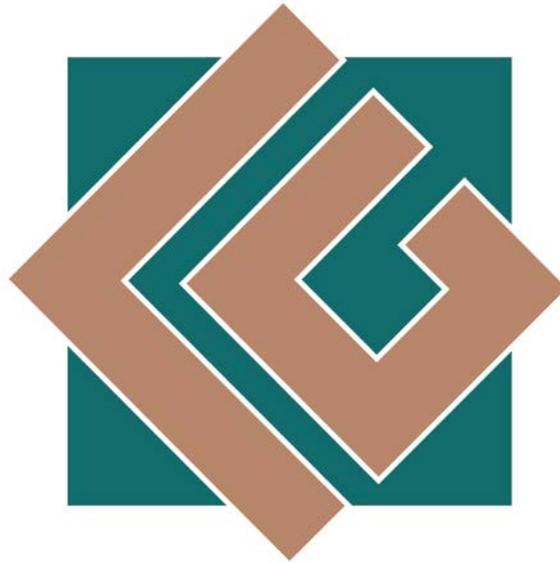


Contract Documents & Technical Specifications



City of Casa Grande

ILLUMINATED STREET NAME SIGNS

01 March 2016



Expires: 12-31-17

TABLE OF CONTENTS

| | |
|------------------------------------|----|
| TABLE OF CONTENTS..... | 2 |
| NOTICE OF INVITATION FOR BIDS..... | 3 |
| NOTICE OF BID | 4 |
| INFORMATION FOR BIDDERS..... | 5 |
| TECHNICAL SPECIFICATIONS | 10 |
| GENERAL REQUIREMENTS | 19 |
| BID PROPOSAL FORM..... | 26 |
| CERTIFICATION OF BID | 34 |
| AFFIDAVIT OF NON-COLLUSION | 35 |
| SURETY (BID) BOND | 36 |
| PERFORMANCE BOND | 37 |
| LABOR AND MATERIALS BOND..... | 39 |
| GENERAL CONDITIONS..... | 41 |
| SPECIAL PROVISIONS..... | 48 |
| SAMPLE FORM OF CONTRACT | 52 |

NOTICE OF INVITATION FOR BIDS

ILLUMINATED STREET NAME SIGNS

| | |
|--|---|
| BID DUE DATE: | March 29, 2016 (Tuesday) 1:30 PM Local AZ Time |
| BID SUBMITTAL LOCATION: | City of Casa Grande Clerk's Office 510 East Florence Boulevard Casa Grande, AZ 85122 |
| PRE-BID CONFERENCE DATE/TIME: | No Pre-Bid Conference to be Held |
| BID DOCUMENTS AVAILABLE AT: | City of Casa Grande City Clerk's Office 510 East Florence Boulevard Casa Grande, AZ 85122 (520) 421-8600 |
| ESTIMATED PROJECT RANGE: | Between \$25,000 and \$100,000 annually |
| QUESTIONS SHALL BE DIRECTED TO: | Pedro Apodaca, Street Superintendent (520) 421-8625 papodaca@casagrandeaz.gov Alonzo Lopez, Signal Light Technician (520) 421-8625 alopez@casagrandeaz.gov |

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CONTACTING THE CITY CLERKS OFFICE.

Competitive sealed bids for the specified equipment, materials, installations, and/or services shall be received by the City of Casa Grande at the City Clerk's Office, 510 East Florence Boulevard, Casa Grande, Arizona 85122, until the time and date cited. Bids received at or before the stipulated bid due date and time shall be publicly recorded. The City of Casa Grande takes no responsibility for informing recipients of changes to the original solicitation documents. Failure to submit addenda with the bid response may be grounds for deeming the bid non-responsive.

Bids must be in the actual possession of the City Clerk's Office at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Casa Grande City Clerk's office clock.

Bids must be submitted in a sealed envelope. **The bidder's name and address should be clearly indicated on the outside of the envelope.** All bids must be completed in blue or black ink or typewritten. Questions must be addressed to the person(s) listed above.

NOTICE OF BID

The City of Casa Grande will receive sealed bids for the following:

ILLUMINATED STREET NAME SIGNS

Each bid shall be in accordance with the technical specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by visiting the City's web site at www.casagrandeaz.gov or by calling the City Clerk's Office at (520) 421-8600.

All bids must be submitted by **Tuesday, March 29, 2016**, at 1:30 PM, local Arizona time, to the City Clerk, Remilie S. Miller, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. The bid opening will take place on **Tuesday, March 29, 2016**, at 1:30 PM in the Main Conference Room (2nd Floor), 510 East Florence Boulevard, Casa Grande, Arizona, 85122.

Bids must be addressed to:

**Remilie S. Miller, City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**BID ON THE ILLUMINATED STREET NAME SIGNS
FOR THE CITY OF CASA GRANDE
BID OPENING: TUESDAY, MARCH 29, 2016, at 1:30 PM**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the equipment, materials, installations, or services offered; and to award a contract or contracts for the furnishing of one or more items of the equipment, materials, installations, or services it deems to be in the best interest of the City.

/s/James V. Thompson
City Manager

INFORMATION FOR BIDDERS

1. SECURING BID DOCUMENTS

- A. Specifications and other bid document forms are available at the following locations:

Remilie S. Miller, MMC, City Clerk
City of Casa Grande City Clerk's Office
510 East Florence Boulevard
Casa Grande, Arizona 85122
(520) 421-8600

Or on the City web site at www.casagrandeaz.gov

- B. Specifications and Bid Forms will be registered and provided at no cost to prospective bidders. Each bidder must supply all the information required by the Bid Documents and Specifications. Bids received from bidders not on the official list of plan holders, or submitted on bid forms without an official tracking number, may be considered to be non-responsive.

2. ADDITIONAL INFORMATION

- A. Project Description

The City of Casa Grande would like to enter into a one (1) year term contract, with an option to renew for a maximum of two (2) additional years, with a qualified Contractor to provide **Illuminated Street Name Sign** fabrication, supply, repair, and maintenance services on an on-call, as-needed, and where-needed basis. The intent of the contract is to provide the following services, materials, and equipment:

- Fabricate and install new LED Illuminated Street Name Signs
- Fabricate and replace existing sign faces
- Maintenance and repair of Illuminated Street Name Signs mounted on signal poles
- Provide additional labor, materials, and equipment for ancillary services on demand

- B. City Project Manager

Pedro Apodaca, Street Superintendent
City of Casa Grande
3181 North Lear Avenue, Casa Grande, AZ 85122
(520) 421-8625 papodaca@casagrandeaz.gov

3. CONTENT OF BID SUBMITTAL

The Bid Package submitted for this project shall contain the following:

- * Bid Proposal Form
 - Detailed sign design shop drawings
 - Evidence of electrical contractor licensure by the State of Arizona
 - Minimum of three references with contact information for at least three similar sign installation contracts
- * Certification of Bid
- * Affidavit on Non-Collusion
- * Surety (Bid) Bond

4. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies or omissions in the specifications, **the bidder may submit to the City Clerk, a written request for an interpretation or correction thereof no later than 2 weeks prior to the receipt of bids.** The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by written Addendum duly issued by the City. Contractor shall be responsible to monitor the City of Casa Grande web site for any addendums. All Addendums will be forwarded to the City Clerk's Office to be included with the Original Contract Documents and Technical Specifications Bid Packet. The City will not be responsible for any other explanation or interpretation of the Request for Bids.

5. ADDENDUMS

Any addendums issued by the City during the time of bidding shall form a part of the contract documents and technical specifications bid package provided to the bidder for the preparation of the bid and shall be acknowledged in the bid and shall be made part of the contract. **No addendums will be issued less than five (5) days prior to the bid opening.**

6. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.

7. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, and provide a straightforward and concise description of the bidder's capabilities to satisfy the requirements of these

guidelines. The bidder shall be responsible for all costs incurred in the proposal and bid preparation and delivery.

8. SCHEDULE

The following is an estimated schedule of events. The City, however, reserves the right to alter this schedule of events as necessary and in the best interest of the City.

| | |
|---|--|
| Call For Bids Advertisement Dates | March 08, 2016 |
| Pre-Bid Conference | No Pre-Bid Conference to be Held |
| Contractor Question Deadline | March 16, 2016 |
| Last Date for an Addendum | March 23, 2016 |
| Bid Submittal Deadline / Bid Opening | March 29, 2016 at 1:30 pm (Tuesday) |
| City Council First Reading | May 02, 2016 |
| City Council Second Reading | May 16, 2016 |
| Bid Award (includes 30 day cure period) | June 17, 2016 |
| Construction Contract Notice to Proceed & Project Kick-Off Meeting* | June 20, 2016 |
| Contract Period / Contract Term | One (1) Calendar Year – With an option to renew for a maximum of two additional years |
| Estimated Project Completion | June 20, 2017 – original 1 year term June 20, 2018 – with first option year June 20, 2019 – with second option year |

*Notice to Proceed will not be issued until the Public Works Department has received a copy of an executed and recorded construction contract form the City Clerk's Office.

9. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected.

Finalists will be selected from the remaining bidders.

The City will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the City's Project Manager (Traffic Engineer) or his designated representative by providing appropriate and requested information.

10. EVALUATION

Award of this contract will be for the lowest qualified base bid.

11. MULTIPLE BIDS

Bidders may submit multiple bids if they so desire. Such multiple bids will be evaluated separately on their own merits.

12. REQUIREMENTS

The City has established certain requirements as specified in the General Requirements and Technical Specifications sections. None of these requirements are designed to give any bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to submit a bid if they feel they are qualified to do so. If the bidder does not meet any of the stipulated requirements, the bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City's determination that a deviation is not material does not excuse the bidder from full compliance with all other specifications if the contract is awarded to the firm/company.

13. METHOD OF PAYMENT

Bidder should submit billing statements to the attention of the Finance Department. When applicable, the bidder should reference on the billing statement the purchase order number or the City contract number. The City of Casa Grande makes every effort to generate payment for claims within 30-days from the initial request.

14. DELIVERY OF PRODUCT/COMPLETION OF WORK

Upon receiving the Notice-to-Proceed or Purchase Order Number, Bidder shall mobilize and commence construction activities within 10 calendar days.

15. EXECUTION OF AGREEMENT

Successful bidder will be required to enter into a formal agreement that is consistent with the contract documents and technical specifications bid package outlined within. The Notice-to-Proceed will not be issued and a project construction Kick-Off meeting shall not be conducted until the City's Public Works Department is in receipt of an executed and recorded contract from the City Clerk's Office. The bidder to whom the Contract is awarded by the City shall, within 15 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies of the agreement. A sample Form of Contract (Agreement) is included in this bid packet – the contract specifics may change to comply with the bid specifications or to meet the needs of the City for this project.

16. MISCELLANEOUS INFORMATION

- A. All prices quoted will reflect the total to the City for the equipment/item/project/services and shall include all applicable taxes, fees, and other charges.
- B. The City will not honor any invoices or claims which are tendered more than sixty (60) calendar days after the close of the City's fiscal year for work completed.
- C. The City is not responsible for any bidder's errors or omissions.
- D. All bids submitted to the City are to remain firm for a minimum period of ninety (90) calendar days from the date the bids are officially opened.
- E. **The apparent successful bid is not officially accepted until such time as the bidder receives written notice of acceptance from the City Clerk.**
- F. If bidder conducts business inside the City Limits, then a business license number is required.
- G. Where the bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and signed by the legal signature of an officer authorized to bind the entity to a contract.

End of Information for Bidders Section

TECHNICAL SPECIFICATIONS

ILLUMINATED STREET NAME SIGNS

1. SCOPE

Contractor shall furnish, install, and maintain Illuminated Street Name Signs on an on-call, as-needed, and where-needed basis within the City of Casa Grande as specified herein.

The signs shall be illuminated by Light Emitting Diode (LED) light sources.

The scope of work is to provide the following services, materials, and equipment:

- Fabricate and install new LED Illuminated Street Name Signs
- Fabricate and replace existing sign faces
- Maintenance and repair of Illuminated Street Name Signs mounted on signal poles
- Provide additional labor, materials, and equipment for ancillary services on demand

See Section 12 herein for additional information regarding the scope of work.

2. SIGN FACE REQUIREMENTS

Nominal Sign Size: 20" x 8'; or 20" x 6'; or 20" x 4'

The sign cabinet will be larger than these dimensions and will include a cabinet lip that is used to hold the sign face in place, and the visible sign face will be smaller than these dimensions.

Sign Cabinet Size: 23 ½" x 8' – 0 ¾"; or 23 ½" x 6' – 0 ¾"; or 23 ½" x 4' – 0 ¾"

Visible Sign Size: 20" x 7' – 9 3/8"; or 20" x 5' – 9 3/8"; or 20" x 3' – 9 3/8"

Frame Material: Contractor shall fabricate an aluminum frame slightly larger than the specified nominal sign size dimensions. The frame shall hold the LED lighting fixtures to produce the light source for the internally illuminated sign. The sign face will typically be on both sides of the sign structure, except in certain cases when one side only is specified.

Sign Face Material: Contractor shall fabricate the illuminated face of 3/16" thick translucent white Lexan polycarbonate sheet (or approved acceptable substitute material).

- 3M Diamond Grade Translucent DG3 Reflective Sheeting
 - Series 4090T; and 3M 1177C EC Film

- All fabrication shall be completed using the manufacturer’s recommended procedures for each substrate/layer
- LED products shall be GE or approved acceptable substitute

3. SIGN DESIGN

The sign design shall include:

- Street Name
- Block Number with Direction
- City of Casa Grande Logo

Background:

- 3M Diamond Grade Translucent DG3 Reflective Sheeting – Series 4090T; and 3M 1177C EC Film
- White Border

Font:

- White Letters
- HWY Gothic Series D (2002)
- Street Name at Normal Character Spacing
- Word Spacing at 400%

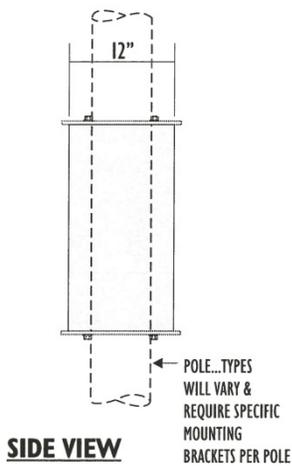
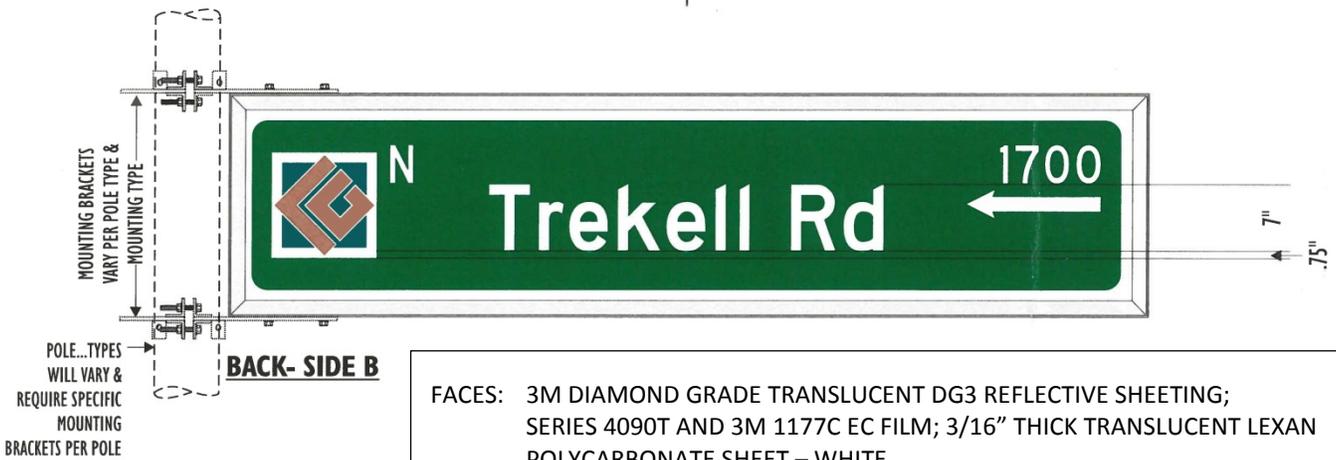
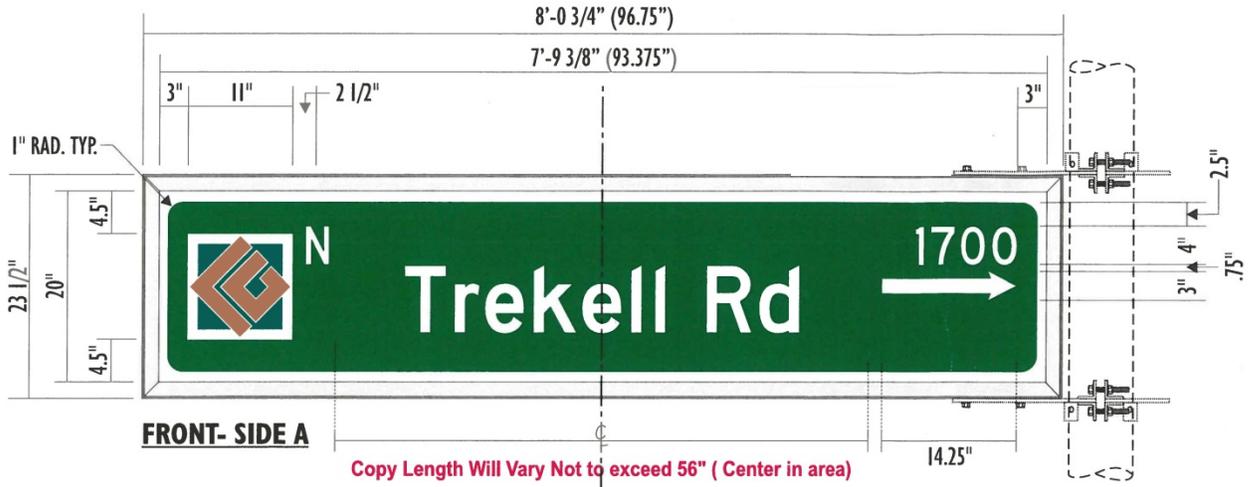
City of Casa Grande Logo:

- Digital Print on 3M Diamond Grade Translucent DG3 Reflective Sheeting – Series 4090T; and 3M 1177C EC Film
- PMS 329C Turquoise
- PMS 876C Copper

Illumination:

- GE Tetra Edge Strip High Output GEBIH50-1 500K LED Module 16 per Sign (8 Top, 8 Bottom)
 - I-GEPS24-100-NA Power Supply 1.1 amps @ 120 volts
 - LED lighting equipment must be approved and certified for commercial sign use and must be temperature rated for the Casa Grande climate conditions

See the **Typical Illuminated Street Name Sign Design Details** exhibit on the next page.



- FACES:** 3M DIAMOND GRADE TRANSLUCENT DG3 REFLECTIVE SHEETING; SERIES 4090T AND 3M 1177C EC FILM; 3/16" THICK TRANSLUCENT LEXAN POLYCARBONATE SHEET – WHITE
- BACKGROUND:** 3M DIAMOND GRADE TRANSLUCENT DG3 REFLECTIVE SHEETING; SERIES 4090T AND 3M 1177C EC FILM; 3/16" THICK TRANSLUCENT LEXAN POLYCARBONATE SHEET – GREEN WITH REVERSED OUT COPY AND WHITE BORDER
- LOGO:** 3M DIAMOND GRADE TRANSLUCENT DG3 REFLECTIVE SHEETING; SERIES 4090T AND 3M 1177C EC FILM; 3/16" THICK TRANSLUCENT LEXAN POLYCARBONATE SHEET – PMS 329C TURQUOISE AND PMS 876C COPPER
- FONT:** HWY GOTHIC SERIES D (2002); STREET NAME AT NORMAL SPACING; WORD SPACING AT 400%
- ILLUMINATION:** GE TETRA EDGE STRIP HIGH OUTPUT GEBIH50-1 500K LED MODULE; 16 PER SIGN (8 TOP & 8 BOTTOM); I-GEPS24-100-NA POWER SUPPLY 1.1 AMPS @ 120 VOLTS
- CABINET:** 12" DEEP EXTRUDED ALUMINUM WITH MITERED CORNERS; 1-1/2" HINGED FACE FRAMES; MILL FINISH INSTALLATION; FLAG MOUNT BRACKETS
- SIZES:** SIGN LENGTH REDUCED TO PROVIDE 6' SIGN LENGTH AND 4' SIGN LENGTH IN ADDITION TO THE 8' SIGN LENGTH SHOWN

Typical Illuminated Street Name Sign Design Details

4. SIGN FACE FABRICATION PROCESS

Contractor shall install the sign sheeting to the Lexan polycarbonate substrate and the EC film (3M Diamond Grade Translucent DG3 Reflective Sheeting, Series 4090T, and 3M 1177C EC Film) to the reflective sheeting in accordance with the recommended procedures of 3M Traffic Control Materials Division (Contact: Tim Gibson, 3M, 480.221.5407).

A hand or motor driven squeeze roll applicator must be used with an application pressure of 60 to 80 psi. Use of soap and water for the application process will not be acceptable.

5. SIGN FABRICATION PROCESS

Contractor shall verify the exact measurements and design.

Contractor shall furnish shop drawings of the proposed sign design with the bid submittal.

The awarded Contractor shall provide to the City of Casa Grande a full size, working prototype of an illuminated street name sign for City review, modifications request, and approval prior to commencing production of signs.

- If modifications are required, the Contractor shall submit a new prototype for City review, modifications request, or approval.
- The prototype, once approved, can be used at an installation.

Finished sign cabinet shall be of good workmanship and water resistant with weep-holes to drain condensation.

The sign and cabinet must be rectangular in shape with a smooth, clean appearance, without the presence of ridges or angles other than right angles.

New fabricated signs must match the appearance of the existing City of Casa Grande illuminated street name signs.

Signs shall be furnished with all necessary mounting hardware to enable the cantilever mounting (Standard Flag Mount) directly on Type D, R, Q, and multi-use signal poles.

Signs shall be mounted above the mast arm on the pole shaft for all pole types.

Signs may be mounted on a riser attached to the top of various types of pole shafts.

Supplied sign mounting hardware must be suitable for use on existing signs in the City.

Sign cabinets must include LED lighting assemblies internal to the sign.

The LED sign may operate on a 120 volt or 240 volt luminaire circuit which has no accompanying neutral (existing signs are on a 120 volt circuit).

Dusk to dawn operation shall be configured to be controlled by the existing main photo cell on the associated traffic signal cabinet.

To prevent reflection from the street light above the sign, the sign cabinet must be designed to angle slightly downward towards the traffic.

The cabinet shall also leave a slight overhang to shield the sign face from the street light above – the exact angle and size of the overhang is left to the Contractor/Fabricator.

The sign cabinet shall be designed for ease of maintenance.

The cabinet shall include top-hinged doors on both sides and have two prop rods for each door to stabilize them when open.

- The doors must open up and shall not open or slide down or sideways.

6. SIGN INSTALLATION

The sign wiring shall be two-pair and neutral for the 120v/240v circuit; and distinctly separate from the traffic signal wiring from the sign to the point of connection in the hand-hole at the base of the traffic signal pole.

Signal pole signs (Q, R, M, D, Multi-Use, and Risers) shall be cantilever-mounted off of the vertical pole above the mast arm.

- Signal pole drawings (D, R, & Q signal poles) can be found on the ADOT website with their standard details – <http://azdot.gov/business/engineering-and-construction/traffic>
- Standard flag mounts are to be used on all illuminated street name signs installations and replacements within the City of Casa Grande

Supplied sign mounting must be suitable for use on existing signs.

- Contractor shall provide the proposed design detail of how the mounting will be accomplished for City review, modification request, and approval.

The ***structural design*** of the combination of sign, cantilever mounting mechanism, and multiple signal poles ***shall be approved by an Arizona Licensed Structural Engineer.***

7. LICENSE REQUIREMENTS

The Contractor must possess the Electrical License, L-11 or equivalent, to qualify to bid on this contract.

- ***The Contractor's bid submittal shall include evidence of electrical contractor licensure.***

The Contractor should contact the Arizona Registrar of Contractors should there be any questions concerning licensure or license application, requirements, and/or reciprocity agreements with other States.

8. DELIVERY OF PRODUCT(S)

The Contractor shall deliver and install all sign and sign-related products within 30 calendar days after receipt of the Purchase Order issued by the City of Casa Grande.

9. WARRANTY REQUIREMENT

All illuminated street name signs fabricated and supplied under this contract shall be fully guaranteed and warrantied by the Contractor for a period of five (5) years from the date of acceptance by the City of Casa Grande.

LED lights shall be fully guaranteed and warrantied by the Contractor for a period of seven (7) years from the date of acceptance by the City of Casa Grande.

LED power supplies, drivers, and related electrical system equipment associated with the signs shall be fully guaranteed and warrantied by the Contractor for a period of five (5) years from the date of acceptance by the City of Casa Grande.

City acceptance of sign installations shall be determined by the actual date of installation and start-up and the Contractor shall document the acceptance date in a formal letter report to the City for concurrence and records.

- The effective date of start-up for guarantee and warrantee purposes for any items that are inventoried and stored for subsequent use or emergency purposes shall be the date of installation as notified by the City or one (1) year after receipt of item for inventory, whichever comes first.

Any defects of design, workmanship, or materials that would result in non-compliance with these contract specifications shall be fully corrected by the Contractor, including materials, equipment, parts, and supplies, at no cost to the City.

Warranty work requirements shall be performed by a qualified technician on-site within a guaranteed response time of seventy-two (72) hours, seven (7) days a week, twenty-four (24) hours a day.

10. EXPERIENCE AND QUALIFICATIONS

Contractors intending on bidding and providing services under this contract shall have been engaged in the business of fabricating and installing signs and associated illumination for a minimum of five (5) years within the last ten (10) years.

The Contractor's supervisor shall possess a current International Municipal Signal Association (IMSA) Level II Traffic Signal Electrician Certification.

A Level II IMSA certified electrical technician must be at the work site at all times while work is being performed on traffic signal and other traffic control systems are being installed.

A minimum of three references with contact information shall be provided with the bid for at least three similar sign installations.

11. CONTRACT TERM

Contract for this Illuminated Street Name Sign project shall be for ***three (3) calendar year term*** for providing illuminated street name signs, supplies, and maintenance services to the City of Casa Grande, on an on-call, as-needed and where-needed basis.

12. WORK SCHEDULE AND INSPECTIONS

The Contractor is advised that night work will be allowed based on the circumstances requiring it with prior approval of the City.

The Contractor shall provide the City with at least three (3) working days' advance notice for scheduled work and must include the proposed work hours.

No work under this contract will be performed on any day recognized as a legal holiday by the City of Casa Grande, and no work shall be performed on a Saturday or Sunday unless otherwise approved by the City Project Manager.

The City will assign an inspector to the work done under this contract.

The City Inspector will inspect the work and make a determination for final approval of finished work on a weekly basis.

The Contractor shall provide an emergency contact phone number that will be staffed and answered at all times, 24 hours per day, when the Contractor is performing work under this contract.

13. ILLUSTRATIVE DESCRIPTIONS OF POSSIBLE WORK

Installation of new illuminated street name signs:

- The City will periodically provide a list of locations to the Contractor

Maintenance and repair of illuminated street name signs:

- A list of sign outages will periodically be provided to the Contractor
- The City will verify power to the fuse
- Troubleshoot and identify the problem
- Replace lamps and any defective or damaged lamp sockets
- Install electronic ballast
- Replace LED strips with equivalent LED strips and/or drivers
- Replace photocell or photocell socket if found to be defective
- Test the ground fault interrupter (GFI) within the sign cabinet and replace if found to be defective
- Clean sign cabinet and wipe down sign faces, both inside and outside, as part of any maintenance repair of illuminated street name signs
- Note any damage or wear to the sign face and report it in writing to the City Project Manager

Replacement of damaged or worn sign faces:

- The City will periodically provide a list of locations to the Contractor
- Field measure the sign face to confirm the existing sign face dimensions – notify the City if the sign is a different dimension from the City Standard 20" x 8' for a determination to only replace the sign face or to replace the entire sign
- Fabricate a new sign face per these specifications
- Reinstall, replace, or add any sign face hangers
- Install the new sign faces on site into the existing sign cabinet mounted on the traffic signal pole
- Properly dispose of the replaced old sign faces

Retrofit existing illuminated street name signs with new LED light sources:

- The City will periodically provide a list of locations to the Contractor
- Strip out existing fluorescent tubes, tube ends, wiring, and ballasts and properly disposed of removed materials

- Add any aluminum mounting plates as necessary to mount LED light strips and for proper heat sinking
- Install modular LED light strips - place at least across the top and bottom of the cabinet
- Place LED drivers and any wiring to complete the installation
- Visually confirm the sign is evenly lit with no dark or 'hot' spots and must be legible from a minimum distance of 400' away at night

All work in the field on illuminated street name signs will require setting up proper and safe street lane closures to enable the work to be accomplished.

- Street lane closures shall be in accordance with the requirements of the Uniform Manual on Traffic Control Devices (MUTCD), including any applicable Arizona supplements
- Street lane closures shall also comply with City of Casa Grande requirements
- Scheduling and timing of any and all proposed street lane closures must be closely coordinated with the City of Casa Grande's Project Manager and designated Construction Inspector

End of Technical Specifications Section

GENERAL REQUIREMENTS

1. PROJECT DESCRIPTION

The City of Casa Grande would like to enter into a one (1) year term contract, with an option to renew for a maximum of two (2) additional years, with a qualified Contractor to provide **Illuminated Street Name Sign** fabrication, supply, repair, and maintenance services on an on-call, as-needed, and where-needed basis. The intent of the contract is to provide the following services, materials, and equipment:

- Fabricate and install new LED Illuminated Street Name Signs
- Fabricate and replace existing sign faces
- Maintenance and repair of Illuminated Street Name Signs mounted on signal poles
- Provide additional labor, materials, and equipment for ancillary services on demand

2. PRE-BID CONFERENCE

- A. No Pre-Bid Conference will be held for this project.

3. SUBMITTING BIDS

- A. No bid will be considered unless it is made upon the proposal form(s) contained herein and submitted with the project proposal pamphlet. No project proposal pamphlet shall be disassembled. All blank spaces for proposal prices must be filled in (in ink, typewritten or printed) and the total base bid must be in both words and numeric figures.
- B. A bid may be withdrawn prior to the time set for opening of bids.
- C. Bids received after the time and date specified in the NOTICE OF BID will be returned unopened to the bidder.

4. SURETY (BID) BOND REQUIREMENTS

- A. No proposal will be read unless accompanied by a proposal guarantee in the form of a certified or cashier's check, or surety bond, in the amount of 10% of the bid amount. The guarantee shall be made payable to and shall be acceptable to the City of Casa Grande.
- B. Such bonds shall be executed solely by a surety company or company holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable to and shall be acceptable to the City of Casa Grande and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law.
- C. The surety (bid) bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.
 - i. All proposal guarantees, except those of the three lowest qualified bidders, will be returned following the opening and checking of the bid proposals. The proposal guarantees of the three lowest qualified bidders will be returned after the contract documents have been executed.

5. AWARD AND EXECUTION OF THE CONTRACT

- A. The contract will be awarded, or all bids rejected, as soon as practical after the date of the opening of bids, as stated in the NOTICE OF BID. The contract will be awarded within 90 days after the bid opening date, unless otherwise agreed upon in writing by both parties to the contract.
- B. Award of this contract will be to the qualified bidder with the lowest qualified base bid price for the project. It is the intention of the City to award one contract for the entire project.
- C. Protest Procedure: Any bid protests shall be submitted in writing to the City Clerk, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, AZ 85122, within 72 hours of the bid award notification. Protests must contain, at a minimum, the name, address and telephone number of the protester, the signature of the protester or its legal representative, evidence of authority to sign on behalf of the bidder, a detailed statement of the legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, the City's Project Manager, and/or others, the City

will respond to the protest. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.

- D. Bonds in the following amounts will be required to be submitted by the lowest qualified bidder within ten (10) working days after the notice of award and receipt of contract:
 - i. Bond for benefit of labor and material suppliers, 100 percent of the bid price.
 - ii. Bond for performance of contract, 100 percent of the bid price.
- E. Information relative to execution of the contract documents may be obtained from the Administrative Services Director, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, Arizona 85222.

6. SPECIFICATIONS TO SUCCESSFUL BIDDERS

- A. Unless otherwise specified in the Special Provisions, the successful bidder may obtain four additional sets of Contract Documents and Technical Specifications for this project from the Engineer at no cost.
- B. If the successful bidder desires more than the four sets of Contract Documents and Technical Specifications, the Contractor/vendor shall make arrangements with the City's Traffic Engineer regarding the requested number of additional sets and pay the costs to reproduce the desired number of sets of project documents.

7. STANDARD DETAILS AND SPECIFICATIONS

- A. Except as otherwise required in the technical specifications, construction of this project shall be in accordance with all applicable requirements of the Uniform Standard Specifications and Details for Public Works Construction as sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition, et. seq.
- B. The project installation and operation shall also comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition, and the Arizona Supplement to the MUTCD, latest edition

8. START AND COMPLETION OF WORK

- A. Work shall start within ten (10) calendar days after the starting date set forth in the "Notice to Proceed" issued to the Contractor for the initial task assignment for illuminated street name sign project work. **The contract will have a one (1) year term that expires on the 1st year anniversary date of the executed contract. The City of Casa Grande may elect to exercise an option to renew the contract for two (2)**

additional one (1) year periods at the prices and conditions stated in the Bid Proposal Form. The first additional one-year period shall begin at the end of the original contract year and when a new Notice to Proceed is provided for the first additional option year and shall be in effect for one year. The second additional one-year period shall begin at the end of previous two contract years and when a new Notice to Proceed is provided for the second additional option year and shall be in effect for one year. All work underway on the contract shall be completed before the effective contract expiration date, unless the contract term is extended by an approved change order.

- B. Completion times (or dates) will be stipulated in the Notice to Proceed. It is the Bidder's responsibility to review the number of calendar days listed to complete this Work. If the Bidder believes that the number of days listed is not sufficient, the Bidder must notify the City in writing, a minimum of ten (10) calendar days prior to the Bid Opening, of the number of additional days the company would require to complete the Work. Any and all requests will be reviewed by the City. If the City determines that additional days should be allowed, an amendment will be issued in the form of an addendum stating the new number of calendar days required to complete the Work.
- C. Liquidated damages in the amount of five hundred seventy dollars (\$500.00) per calendar day may be assessed for each day the Work remains incomplete after the scheduled and agreed upon completion date.

9. QUANTITIES

- A. All quantities stated on the bid form are subject to adjustment as may be dictated by Project and/or City requirements. Quantities at variance with the stated bid quantities may be paid for as required during the term of the agreement at the quoted prices, except as otherwise noted herein.

10. MEASUREMENT AND PAYMENT

- A. Measurement and payment for all pay items in the proposal shall be as indicated in the applicable standard specifications and/or in the Special Provisions contained herein.
- B. Measurement of the various items in the proposal shall be for each item of completed work, with no allowance for waste.
- C. Payment for the various items in the bid proposal will be made at the unit price bid in the proposal and shall be compensation in full for furnishing all materials, labor, tools, taxes, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans/drawings and as required in the technical specifications, complete with all connections, testing, and related work to make the work fully functional for the purpose intended. Each item, fixture, piece of equipment, etc., shall

be completed with all necessary connections and appurtenances, for the satisfactory use and operation of said item, unless called for otherwise in these proposal documents.

- D. Total quantities indicated in the bid proposal are approximate and for bidding purposes only. Contractor will be paid for the quantity of items actually constructed as measured on the ground or otherwise agreed to by the City and the Contractor.
- E. Partial payments may be made once a month based upon satisfactory completion of work in progress. No payment will be made for amounts less than Five Hundred Dollars (\$500.00), except to close out the project.
- F. A retainage of 10 percent shall be deducted from all partial payment requests up through completion of fifty percent of the scheduled construction activities. After completion of 50% of the scheduled construction, a retainage of 5 percent will be subtracted from all subsequent partial payment requests to insure satisfactory completion of the work by the Contractor. The retainage shall be released to the Contractor upon final acceptance of the Contractor's final invoice.
 - i. In accordance with State statutes, the Contractor may post securities in an escrow account in lieu of the 10% retention. The worth of the securities shall be of an amount equal to or greater than 10% retention.

11. INSURANCE REQUIREMENTS

- A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain, until the work is completed and accepted by the City, minimum insurance coverage as required by MAG Section 103 – AWARD AND EXECUTION OF THE CONTRACT.
- B. Within ten (10) working days after notice of award and receipt of the contract, the Contractor shall submit to the City a "Certificate of Insurance" form completed by his insurance carrier or agent certifying that minimum insurance coverage's as required are in effect and will not be canceled or changed until 10 days after written notice is given to the City of Casa Grande.
- C. These insurance policies shall not expire until all work has been completed and the project has been accepted by the City of Casa Grande. If a policy does expire during the life of the contract, a renewal certificate of the required coverage must be sent to the City of Casa Grande not less than five (5) days prior to the expiration date.
- D. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City of Casa Grande.

- i. The certificate of insurance shall name as an additional insured the City of Casa Grande. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.
- ii. Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions, for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
- iii. Also (see form of contract):

| | |
|-----------------------------|--|
| General Liability Insurance | \$1,000,000 per occurrence \$1,000,000 for personal injury |
| Automobile Liability | \$1,000,000 min. combined single limit for bodily injury and property damage |
| Property Insurance | Full insurable value of all tools and equipment, including mobile equipment |

12. AFFIDAVIT FORMS

- A. The Affidavit of Non-Collusion form in this proposal **must be filled out completely by each bidder** prior to the time set for opening of bids.

13. PERMITS AND FEES

- A. Traffic control signing, barricades, and other devices are required for the work to be performed in the field for the installation of illuminated street name signs.
- B. The Contractor shall develop and provide a detailed traffic control plan for illuminated street name sign installations and maintenance activities for City review and approval.
- C. Traffic control during the performance of any and all work in the City of Casa Grande is the sole responsibility of the Contractor.
- D. Payment of fees for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande right-of-way normally requiring a permit from the City will be waived for this City project.

- E. City business licenses will be required of the prime contractor and all subcontractors performing work within the City of Casa Grande.
- F. Payment of City sales tax has not been waived by the City Engineer, and all applicable taxes, City or otherwise, shall be incorporated in the bid.
- G. Payment of City landfill tipping fees for clean fill/milled material has been waived by the City Engineer. All other construction debris is subject to standard City of Casa Grande landfill tipping fees and shall be incorporated in the bid.

14. CONTRACTORS LICENSE LAW

Contractor shall comply with, and require all subcontractors to comply with, State and City Contractors License Law, and shall be duly registered and licensed thereunder. Contractors shall comply with the provisions of "An Act to Regulate the Business of the Contracting", Title 32, Chapter 10, Arizona Revised Statutes, and "Rules and Regulations for Contractors", dated March 1969, or the latest revision thereof adopted under the provisions of A.R.S. Title 32, Chapter 10.

15. SUMMARY OF ITEMS TO BE SUBMITTED WITH BID

- A. Bid Form.
- B. Certification of Bid.
- C. Bid Security (Bid Bond) - Acceptable Surety Bond or a Certified Check or Cashier's Check in the amount of not less than ten percent (10%) of the total bid price.
- D. Affidavit of Non-Collusion.

16. BID SUBMITTAL DEAD LINE

Sealed bids marked '**BID ON THE ILLUMINATED STREET NAME SIGNS FOR THE CITY OF CASA GRANDE**' will be received on or before **Tuesday, March 29, 2016** at 1:30 P.M. in the office of the City Clerk, Casa Grande City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Bids will be opened and read aloud immediately thereafter.

End of General Requirements Section

BID PROPOSAL FORM

ILLUMINATED STREET NAME SIGNS

Place _____

Date _____

City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with the City's invitation for bids and all conditions of the Contract Documents and Technical Specifications, the undersigned _____, a corporation organized under the laws of the State of Arizona; or a partnership consisting of _____*; or an individual trading as _____ in the City of _____;

having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all equipment, supplies, materials, labor, and everything necessary for completion of the work described in the "NOTICE OF BID" for the City of Casa Grande, and to construct the same and install the equipment and materials therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through and under the direction and supervision of its Engineer, or their properly authorized agents, and strictly pursuant to and in conformity with the Contract Documents and Technical Specifications prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the prices stipulated for the work described on the bid schedule contained on the following pages:

*Insert names of president, secretary and treasurer of corporation

ILLUMINATED STREET NAME SIGNS

BID SCHEDULE

Bidder's Name: _____

| ILLUMINATED STREET NAME SIGNS | | | | |
|--------------------------------------|--|----------------------------------|-----------------------|---------------------------------|
| <i>Item No.</i> | <i>Item Description</i> | <i>Estimated Annual Quantity</i> | <i>BID Unit Price</i> | <i>Total Extended BID Price</i> |
| 1A | 20" x 8' Double Sided Sign Fabricate and Deliver to Site | 4 EA | \$ | \$ |
| 1B | 20" x 8' Double Sided Sign Installation | 4 EA | \$ | \$ |
| 2A | 20" x 8' Single Sided Sign Fabricate and Deliver to Site | 2 EA | \$ | \$ |
| 2B | 20" x 8' Single Sided Sign Installation | 2 EA | \$ | \$ |
| 3A | 20" x 8' Sign Replacement Face Fabricate and Deliver to Site | 2 EA | \$ | \$ |
| 3B | 20" x 8' Sign Replacement Face Installation | 2 EA | \$ | \$ |
| 4A | 20" x 6' Double Sided Sign Fabricate and Deliver to Site | 4 EA | \$ | \$ |
| 4B | 20" x 6' Double Sided Sign Installation | 4 EA | \$ | \$ |
| 5A | 20" x 6' Single Sided Sign Fabricate and Deliver to Site | 2 EA | \$ | \$ |
| 5B | 20" x 6' Single Sided Sign Installation | 2 EA | \$ | \$ |
| 6A | 20" x 6' Sign Replacement Face Fabricate and Deliver to Site | 2 EA | \$ | \$ |
| 6B | 20" x 6' Sign Replacement Face Installation | 2 EA | \$ | \$ |
| 7A | 20" x 4' Double Sided Sign Fabricate and Deliver to Site | 4 EA | \$ | \$ |
| 7B | 20" x 4' Double Sided Sign Installation | 4 EA | \$ | \$ |
| 8A | 20" x 4' Single Sided Sign Fabricate and Deliver to Site | 2 EA | \$ | \$ |

| <i>Item No.</i> | <i>Item Description</i> | <i>Estimated Annual Quantity</i> | <i>BID Unit Price</i> | <i>Total Extended BID Price</i> |
|------------------------|--|----------------------------------|-----------------------|---------------------------------|
| 8B | 20" x 4' Single Sided Sign Installation | 2 EA | \$ | \$ |
| 9A | 20" x 4' Sign Replacement Face Fabricate and Deliver to Site | 2 EA | \$ | \$ |
| 9B | 20" x 4' Sign Replacement Face Installation | 2 EA | \$ | \$ |
| 10 | Signal Pole Extension when Installing Sign | 1 EA | \$ | \$ |
| 11 | Maintenance Service 8' Cabinet Includes Cleaning, Re-lamping, etc. | 4 EA | \$ | \$ |
| 12 | Maintenance Service 6' Cabinet Includes Cleaning, Re-lamping, etc. | 4 EA | \$ | \$ |
| 13 | Maintenance Service 4' Cabinet Includes Cleaning, Re-lamping, etc. | 4 EA | \$ | \$ |
| 14 | LED Field Retrofit of 8' Sign | 1 EA | \$ | \$ |
| 15 | LED Field Retrofit of 6' Sign | 1 EA | \$ | \$ |
| 16 | LED Field Retrofit of 4' Sign | 1 EA | \$ | \$ |
| 17 | Sign Removal (all sizes) – Includes Sign, Brackets, Conduit, Brass Plug, Wiring to Hand-hole, Deliver to City Yard | 4 EA | \$ | \$ |
| 18 | Misc. On-Site Labor – Skilled Journeyman Electrician * | 20 HRS | \$ | \$ |
| 19 | Misc. On-Site Labor – Unskilled Electrician Technician * | 20 HRS | \$ | \$ |
| 20 | Misc. On-Site Bucket Truck * | 8 HRS | \$ | \$ |
| TOTAL BID PRICE | | | | \$ |

*Note: Misc. on-site labor and bucket truck use is for on-call, as-needed, and where-needed electrician needs ***not associated*** with Bid Items 1 through 7.

The estimated annual quantities are approximate only and will vary from these totals; from none to multiples of the estimated amount. ***The City of Casa Grande makes no commitment or guarantee on minimum amounts of work for any item for this contract.***

The TOTAL BID PRICE is used ONLY to compare bids received for the purpose of selecting the Contractor for the Illuminated Street Name Signs contract. **The contract for this Illuminated Street Name Sign project shall be for a one (1) year term contract, with an option to renew for a maximum of two (2) additional years,** for providing illuminated street name signs, supplies, and maintenance services to the City of Casa Grande, on an on-call, as-needed and where-needed basis.

OPTION TO RENEW

The City of Casa Grande may elect to exercise an option to renew the contract for two (2) additional one (1) year periods at the prices and conditions stated herein. The first additional one-year period shall begin one year after the original Notice to Proceed and shall be in effect for one year, and the second additional one-year period shall begin two years after the original Notice to Proceed and shall be in effect for one year.

If prices set forth in the Bid Schedule are not firm for the additional years, the Bidder shall provide a percentage increase to be applied to the Contract Bid Items in the paragraph below.

The City of Casa Grande will consider one (1) price increase during each of the two (2) additional year periods. Each increase shall not exceed three percent (3%) of the previous period pricing. This price increase shall be applied equally to EACH line item of the bid schedule.

PRICE INCREASE FOR THE FIRST OPTION YEAR = _____%

PRICE INCREASE FOR THE SECOND OPTION YEAR = _____%

In compliance with the above, the undersigned offers and agrees to furnish any and all of the items or services enumerated and upon which prices are quoted at the unit price set opposite each item, delivered within the time specified. The unit price set opposite each item shall be increased by the percentage noted above during each Option Year, should the City elect to extend the contract into one or both of the two (2) additional one (1) year periods.

AVAILABILITY OF FUNDS

The bidder acknowledges and agrees that each contract year is subject to the availability of funds as approved by the City Council. In the event that funding is not appropriated, the Contract will expire at no additional cost to either party. In addition, the City reserves the right to decline its Option to Renew the Contract for the first or second additional one (1) year periods for each fiscal year covered by this bid.

ALL INCLUSIVE UNIT PRICES

Unit price bids shall cover all items needed to complete the describe work including but not limited to labor, tools, equipment (capable of reaching a minimum of 20 foot height), supplies, hardware, and materials including sign cabinets, sign faces, LED lamps, and electronics, as applicable to the item of work. Unit prices shall include all shipping, delivery, and transportation costs.

PROPOSED EQUIVALENT ALTERNATIVES TO SPECIFIED ITEMS

Contractor's Bid Offer is based on the following equivalent alternatives to those specified:

- a. LED GE Product Equivalent: _____
- b. Sun-Tech Photocell Equivalent: _____

If equivalents are not proposed or offered, Bidder may leave the space blank or insert "N/A".

Emergency 24-hour Service Contact:

Name: _____

Telephone Number: _____

Alternate Name: _____

Alternate Phone: _____

ACCEPTANCE OF BID PROPOSAL

Award of this contract shall be the lowest TOTAL BID PRICE based on the estimated annual quantities of work for each bid item.

The undersigned hereby declares that representative(s) of the Bidder has visited the site and has carefully examined the Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the specifications **for the unit bid prices** stipulated in the Bid Schedule.

The undersigned understands that all work associated with Illuminated Street Name Signs as specified for this contract shall be in accordance with the contract documents, technical specifications, and bid documents identified for the "ILLUMINATED STREET NAME SIGNS" project, all applicable Maricopa Association of Government's Uniform Standard Specifications and Details, and all applicable requirements of the Manual on Uniform Traffic Control Devices, except as otherwise required by the Project Contract Documents and Technical Specifications.

The undersigned understands that this (Bidder's) proposal shall be submitted with a **Proposal Guarantee of Certified Check, Cashier's Check, or Surety (Bid) Bond** for an amount not less than 10 percent of the amount bid, along with a **Certification of Bid** form and a completed **Affidavit of Non-Collusion**.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande, he/she will execute the contract documents and furnish the required bonds and certificates of insurance.

The Work shall be completed on-call, as-needed, and where needed within the City of Casa Grande, beginning with the day following the starting date specified in the Notice to Proceed and ending with the contract expiration date.

BID PACKAGE

- * Bid Proposal Form
 - includes Bid Schedule

- * Required Accompanying Information
 - Detailed sign design shop drawings, including standard flag mount details

 - Evidence of electrical contractor licensure by the State of Arizona

Licensed Contractor Name: _____

License Class(es): _____

License Number(s): _____

License Expiration Date(s): _____

- Minimum of three references with contact information for at least three similar sign installation contracts

Contractor certifies that _____
has provided complete sign fabrication and installation of illuminated street name signs for a period of _____ years (insert number of years' experience).

- * Certification of Bid

- * Affidavit on Non-Collusion

- * Surety (Bid) Bond

Respectfully submitted,

Contractor's Firm Name (Bidder) _____

By: _____
Officer & Title

ATTEST: _____

Officer & Title

Bidder's Full Address

Witness (if Bidder is an Individual)

*Provide addresses of corporate officers or partners if different than business address:

The bidder hereby acknowledges receipt of and agrees his proposal is based on the preceding Addenda issued (line-out non-issued addendum number as appropriate):

| Addendum Number | Issue Date | Acknowledgement Signature |
|-----------------|------------|---------------------------|
| ADDENDUM NO. 1 | | |
| ADDENDUM NO. 2 | | |
| ADDENDUM NO. 3 | | |
| ADDENDUM NO. 4 | | |

Contractor's/Bidder's Signature _____

By: _____

License No. _____

Classification _____

CERTIFICATION OF BID

ILLUMINATED STREET NAME SIGNS

Corporate Name _____

Address _____

City, State, and Zip _____

Type of Entity _____

State of Incorporation _____

Phone Number _____

Casa Grande Business
License Number (if Applicable) _____

Signature of Authorized Officer _____

Print Name of Authorized Officer _____

Title of Authorized Signatory _____

Bidder hereby certifies by signing and submitting this bid, which includes Notice of Bid, Information to Bidders, Technical Specifications, Bid Proposal Form, Issued Addenda, and Certification of Bid, that they have read, fully understand, and will comply with said invitation for bids and all associated bid documents.

AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA)
COUNTY OF) ss

(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is _____
(TITLE)

of _____
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he/she certifies as follows:
That neither he/she nor anyone associated with the said

(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project:

ILLUMINATED STREET NAME SIGNS

(NAME)

(TITLE)

(NAME OF BUSINESS)

Subscribed and sworn to before me this _____ day of _____, 2016

(NOTARY PUBLIC)

My Commission Expires:

SURETY (BID) BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, (hereinafter called the Principal), and the _____

_____, a corporation

duly organized under the laws of the State of _____, as Surety, (hereinafter called the Surety), are held and firmly bound unto the City of Casa Grande as Obligee, in the sum of Ten Percent (10%) of the total amount of the bid of Principal, submitted to the City of Casa Grande for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its proposal for the City of Casa Grande **ILLUMINATED STREET NAME SIGNS** Project.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and Certificates of Insurance as specified in the Contract Documents and Technical Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bond and Certificate of Insurance, if the Principal shall pay to the City of Casa Grande the sum of money set forth above as liquidated damages for failure of the Principal to enter into the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, A.D., 2016

Principal

Surety

Title

Title

Witness:

Witness:

PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES**

(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PREMISES:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona (hereinafter call the Obligee) in the amount of:

_____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the construction and installation of the "**ILLUMINATED STREET NAME SIGNS**" project which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal is awarded said contract and shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of _____, 2016

PRINCIPAL

SEAL

AGENCY OF RECORD

BY

SURETY

SEAL

AGENCY ADDRESS

BY

LABOR AND MATERIALS BOND

**STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES**

(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PREMISES:

That, _____ (hereinafter called the Principal), and

_____,
a corporation organized and existing under the laws of the State of _____,

with its principal office in the City of _____, (hereinafter called the
Surety), as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona
(hereinafter call the Obligee) in the amount of:

_____ Dollars

(\$ _____), for the payment whereof, the said Principal and Surety bind
themselves and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the
construction and installation of the "**ILLUMINATED STREET NAME SIGNS**" project which
contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal is
awarded said contract and shall promptly pay all monies due to all persons supplying labor or
materials to him or his subcontractors in the prosecution of the work provided for in said
contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to
comply with the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, all
rights and remedies on this bond shall inure solely to such persons and shall be determined in
accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to
the same extent as if they were copies at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of _____, 2016

PRINCIPAL SEAL

AGENCY OF RECORD

BY

SURETY SEAL

AGENCY ADDRESS

BY

GENERAL CONDITIONS

1. GENERAL

EXCEPT AS MODIFIED WITHIN THESE GENERAL CONDITIONS,

The "Uniform Standard Specifications for Public Works Construction" as published by the Maricopa Association of Governments (MAG), latest edition, shall apply as listed below:

| SECTION | TITLE (MAG Specs) |
|---------|--|
| 101 | Abbreviations and Definitions |
| 102 | Bidding Requirements and Conditions |
| 103 | Award and Execution of Contract |
| 104 | Scope of Work |
| 105 | Control of Work |
| 106 | Control of Materials |
| 107 | Legal Relations and Responsibility to Public |
| 108 | Commencement, Prosecution and Progress |
| 109 | Measurement and Payments |

2. MODIFICATION TO SECTION 104, "SCOPE OF WORK"

104.1.2 Maintenance of Traffic

Delete first sentence and insert:

Contract operations shall be in accordance with the Manual on Uniform Traffic Control Devices, latest edition, as published by the Federal Highway Administration.

Add the following paragraphs:

Unless a full street closure is authorized by the City Engineer, a minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

The contractor shall not perform work over weekends, holidays, or during any special events that will be discussed during the kick-off meeting without written authorization from the City Engineer.

A travel lane shall be defined as a minimum ten feet of roadway width with a safe motor vehicle operating speed of twenty-five miles per hour.

A travel lane will not be considered as satisfactorily open to traffic until it has been graded reasonably smooth and is continually maintained dust free in an approved manner.

The Contractor shall provide and maintain all necessary traffic controls and must provide flashing arrow boards to protect and guide traffic for all work in the construction area.

The Contractor shall maintain all existing traffic signs erect, clean, and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect, clean, and in full view of the intended traffic at all times. If these signs interfere with construction, the Contractor shall notify the City Inspector at least 48 hours in advance for City forces to temporarily relocate said signs. City crews will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete.

Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonably direct route to at least one major street. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least twenty-four hours in advance.

The Contractor shall be required to provide a uniformed off-duty City of Casa Grande police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized arterial intersection, railroad track crossing, or at other locations, if it should become necessary in the opinion of the Engineer. During construction activities that do not restrict a signalized intersection, police officer hours may be reduced to peak traffic hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m) or suspended at the direction of the Engineer. All requests for off-duty officers will be made through the Casa Grande Police Department Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work on the project.

An arterial intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two hundred fifty (250) feet beyond the edge of the intersected right-of-way on all legs of the intersection.

Measurement for payment of the uniformed off-duty Casa Grande Police Officer hours will be made by the actual number of person-hours used. Because the quantity of hours is dependent on the Contractor's schedule of activities and construction staging, the unit price bid for this item will be administered as a contingency bid item, and any adjustment in hours will not be subject to the 20 percent limitation.

Payment for the uniformed off-duty Casa Grande Police Officer time will be made at the contract unit price bid per hour for OFF-DUTY CASA GRANDE POLICE OFFICER and shall include the net hourly rate per police officer at the current City established wage scale,

increased to include withholdings for Federal, State, FICA, Medicare, Workmen's Compensation insurance, and any other payroll administrative costs.

Traffic Control Plan – The Contractor shall prepare a traffic control plan for the project and submit it to the Engineer for review and approval at least five working days before the pre-construction conference. The traffic control plan shall include flashing arrow boards, barricades, and signs, and shall address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the Engineer for approval at least 72 hours before implementation.

Payment for the traffic control item shall be made at the contract lump sum price for TRAFFIC CONTROL.

Should it become imperative for the Contractor to close off a portion of any minor street, the Contractor must obtain approval from the Traffic Engineer twenty-four (24) hours prior to the street closing. The Contractor must provide all the necessary signs to detour traffic and notify, in writing, the City of Casa Grande Emergency Services Dispatcher. The maximum amount of time that the street may be closed is from 9:00 a.m. to 4:00 p.m., except as noted herein.

104.1.4 Cleanup and Dust Control

In the third paragraph, replace the reference to "Maricopa County Bureau of Air Pollution Control" with "Pinal County Air Quality Control District".

Add the following five paragraphs:

The Contractor shall provide for the disposal of all waste products, debris, hazardous materials, and other undesirable material (including excess material) and shall make the necessary arrangements for such disposal.

The disposal of all waste products, debris, hazardous materials, and other undesirable material (including excess material) shall comply with all prevailing and applicable Federal, State, County and local laws, rules, regulations, codes, and procedures established for the handling, removal, transport, and disposal of the aforementioned items.

All structures, such as detector boxes, manhole covers, water valves, survey monuments and handholes, shall be restored to their original condition.

The Contractor shall be required to transport all millings and all excess material to the City landfill site.

The Contractor and his sub-contractors will be required to pay tipping charges and/or dumping fees for the disposal of any debris, rubble, or removal items hauled to the City of Casa Grande municipal landfill. No fee will be required for disposal of clean fill and/or asphalt millings at the City landfill.

104.2.2 [Alternation of Work] Due to Physical Conditions

Add the following paragraph:

All losses or damages arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any casualty whatsoever of every description, or from any physical conditions other than unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense. The Engineer's determination as to what constitutes an unusual obstruction or unusual difficulty shall be final.

3. MODIFICATION TO SECTION 105, "CONTROL OF WORK"

105.8 Construction Stakes, Lines and Grades

Add the following paragraph:

At all times survey staking performed for the completion of this project shall be supervised by a qualified civil engineer or qualified land surveyor registered to practice in the State of Arizona who shall be responsible for the accurate location of the work for completion of the work in accordance with the design concepts.

105.10 Inspection of Work

Add the following two paragraphs:

The Engineer will provide inspections on a periodic basis as a function of the work being performed by the Contractor. The Contractor, upon presumptive completion of each element of construction, shall request that the Engineer make an inspection of said element. The Contractor shall give notice to the Engineer not less than three working days in advance of when he will require inspection services in conjunction with any element or portion of the work. The Contractor shall not proceed with the subsequent element of construction until such time as the Engineer has approved the current work items and element. Should the Contractor proceed with any element without approval from Engineer, the Owner may require the Contractor to remove any portion of the work occurring prior to authorization to proceed at the Contractor's expense with no compensation for materials and labor extended on the unauthorized work.

The Contractor shall not perform work over weekends or holidays for which inspection is required without written authorization from the Engineer and with the consent of the project Owner. Should the Contractor be allowed to perform such work over weekends or holidays, the Contractor shall bear the expense of all inspection and compliance testing performed during such periods.

4. MODIFICATION TO SECTION 106, "CONTROL OF MATERIALS"

106.2 Samples and Tests of Materials

Delete the second paragraph and replace it with the following three paragraphs:

The cost of testing of source materials, quality control, or any other tests that are required to certify that the materials comply with the specifications shall be borne by the Contractor. These tests shall be conducted and completed prior to the placement of the material in the work. Results of such tests will be submitted to the Engineer for approval prior to placement of the materials that are within the Scope of Work.

The cost of initial or normal testing for quality control of the materials placed during the prosecution of the work shall be paid for by the Contractor or his representative at no cost to the Owner.

Additional testing required due to failure of the initial or normal testing shall also be paid for by the Contractor. The Engineer will approve the laboratory which will accomplish the initial and additional testing prior to its use on the project.

5. MODIFICATION TO SECTION 107, "LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC"

107.2 Permits

Delete the section and rewrite as follows:

Costs for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande's rights-of-way and/or as part of on-site development normally requiring a permit fee from the City will be waived.

Contractor and all subcontractors performing work within the City Limits of Casa Grande shall have a valid City business license and shall pay all applicable sales tax.

The Contractor shall be responsible for securing and paying for any hydrant meters required for furnishing site construction water including deposits and all fees required by the water provider, Arizona Water Company or San Carlos Irrigation Project, at no cost to the Owner.

107.11 Contractor's Responsibility for Utility Property and Services

Add the following three paragraphs:

Existing utilities are present within the project corridors and areas. The Contractor shall notify all owners of utilities at least two working days prior to any construction and shall verify that all utilities have been "Blue Staked (Located)" prior to commencement of the work. The Contractor shall notify the Engineer of any issues with actual utility locations or elevations prior to commencement of the work. The Contractor shall have repaired, in a manner satisfactory to the owner of the utility, any main, service, or facility that may be damaged during the progress of the work. The Contractor shall notify all owners of utilities as to when the work shall be in progress and shall make such arrangements as are necessary to make any emergency repair. No extra compensation will be made for the repair of any services, mains, or other facilities damaged by the Contractor's labor force or equipment, nor for any damages incurred through neglect, negligence, or failure to provide protective barriers, lights, and other devices or means required to protect all existing utilities.

Utility manholes/valves/boxes requiring raising, lowering, or relocation in the work area, shall be performed as needed with no additional cost to the project.

The work necessary for the raising, lowering, or relocation of utilities may be done by the owner of the utility or by the Contractor, at the option of the utility owner. All work shall be in accordance with the owner's standards. Relocation of utilities required to enable the timely completion of the work in accordance with the plans and contract documents, shall be at the City's expense unless the work is included in the project plans and specifications. Utilities or services that are called out in the plans or specifications to be relocated shall be paid for at the contract unit price in the Bid Proposal.

6. MODIFICATION TO SECTION 108, "COMMENCEMENT, PROSECUTION AND PROGRESS"**108.1 Notice to Proceed**

Delete paragraphs A and B and insert the following paragraph:

Neither the Contractor nor any subcontractor shall commence work on the project prior to receipt of the written Notice to Proceed from the City. The Contractor shall commence work within 10 calendar days after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the bid proposal, plus approved extensions, beginning with the day following the starting date specified in the Notice to Proceed. A pre-construction conference will be held prior to the beginning of the construction work.

108.4 Contractor's Construction Schedule

Add the following paragraphs:

Subsequent to the award of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he/she proposes to carry out the work, the dates on which he/she will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted an extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project.

After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

End of General Conditions Section

SPECIAL PROVISIONS

1. DEFINITIONS

- A. Section: Reference to a 'section' in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.
- B. Standard Detail: Reference to a MAG Standard Detail (MAG STD DET) in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Details for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. Other supplemental details to the MAG Standard Details of various municipalities shall apply as noted.

2. LINES AND GRADES

All work under this Contract shall be built in accordance with the lines and grades approved by the Engineer. The Contractor shall provide for setting line and grade boards or stakes. The Contractor shall keep the Engineer informed as to grades and lines, in order that they may be furnished and all necessary measurements made for record and payment with a minimum of inconvenience to the City or of delay to the Contractor.

The Contractor shall be responsible for checking construction stakes for line and grade. If any discrepancies are found, the Contractor shall notify the Engineer in writing prior to construction of any portion of work which discrepancy would affect in order to field check the staking and to make any adjustments and obtain re-staking of that portion of work. The Contractor shall be responsible for preserving all stakes set and shall take all steps necessary to insure that stakes are not disturbed or tampered with, and if in the area of any discrepancy, the stakes set are missing, moved or disturbed, the Contractor shall be responsible for the costs incurred to re-stake, remove, and replace that portion of project where the discrepancy occurs.

3. SUSPENSION OF WORK

The Engineer reserves the right to suspend the work wholly or in part if deemed necessary and in the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with Section 108.

4. COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS

In all instances wherein the item and/or specifications require installation or construction in accordance with manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

5. CONTROL OF WORK AND MATERIALS

Control of work and materials shall comply respectively with Sections 105 and 106 of MAG Specifications, except as modified by the General Conditions and these Special Provisions.

6. STOCKPILE OF MATERIALS

The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained at all times.

7. RECORD DRAWINGS

The Engineer shall maintain "Record (As-Built) Drawings", if Engineer determines they are necessary.

8. OVERTIME

Regular Work Hours: The work required to be performed by the plans and specifications for the project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform overtime work, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for the City's costs incurred as a result of overtime work requested by the City.

9. HINDRANCES AND DELAYS

Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, Engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the contract time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any subcontractor hired by Contractor.

10. MOBILIZATION

The work under this section shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work and operations that must be performed and costs incurred prior to beginning work on the various items on the project site.

The Contractor shall obtain approval of the Engineer when using vacant property to park and service equipment and store material for use on this project.

- (A) The Contractor shall notify adjacent property owners/residents of this proposed use.
- (B) Any use of vacant property adjacent to or near the project for parking or servicing equipment and/or storing of material will require the Contractor to obtain written approval from the property owner. This approval shall contain any requirements which are a condition of this approval.
- (C) A copy of the property owner's approval shall be submitted along with the Contractor's request to the Engineer for approval for the use of the marshaling yard in connection with the project. An appropriate distance from adjacent property will be set by the Engineer on a case by case basis based on the size and type of equipment to be used on the project.
- (D) The yard shall be fenced and adequately dust-proofed in a manner such as to preclude tracking of mud onto paved City streets.
- (E) Work in the yard shall be scheduled so as to comply with the City Noise Ordinance.
- (F) Equipment, materials, supplies, etc., shall be located so as to minimize impact on adjacent properties. A sound barrier may be required if deemed necessary by the Engineer.
- (G) The Contractor shall clean up property promptly upon completion of use and shall provide a signed property release as a condition of final acceptance.
- (H) Contractor's request for approval shall specify in detail how he or she proposes to comply with (D) through (G) above.

Mobilization will not be paid for as a separate unit of work. Therefore the Contractor shall make provision for this activity in the unit price of line items of construction in the overall contract.

End of Special Provisions Section



Expires: 12-31-17

SAMPLE FORM OF CONTRACT

CONTRACT

THIS CONTRACT is entered into this the _____ day of _____, 2016, by and between _____ (hereinafter known as "Contractor"), a _____ Corporation authorized to do business in the State of Arizona, whose address is _____, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform construction and equipment installation services for a City project known and described as "**ILLUMINATED STREET NAME SIGNS**".

1. Scope of Contractor's Services

The Contractor agrees to provide services to the City for providing the equipment, materials, supplies, labor, and other items of work needed to complete the construction and installation of a complete and fully functional **ILLUMINATED STREET NAME SIGNS** in accordance with the contract documents and technical specifications for the project. All work provided under this contract shall be consistent with the Scope of Work and within the timeframe identified in Exhibit "A" to this contract; Exhibit "A" is incorporated herein by reference. No equipment, materials, labor, or facilities will be furnished by the City for this project, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services

Payment to the Contractor for all services rendered under this Agreement shall be a sum total of \$ _____

(\$ _____) made in accordance with the itemized unit pricing as set forth in Exhibit "B"; Exhibit "B" is incorporated herein by reference. Where Exhibit "B" requires payments by the City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B", or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the

agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's services pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor, and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to,

Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on-site inspections by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

9. Modifications

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Equal Opportunity

This Agreement and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

13. Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

14. Insurance

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, the contractor, at its sole cost and expense, shall purchase and maintain the insurance described in this Subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and

completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury.

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years, or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement, shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide any the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the

certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for the contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

24. Indemnification

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment 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 Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

25. Confidentiality

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. Public Disclosure

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

27. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, and 33 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify

To the extent applicable under Arizona Revised Statutes § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARS § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its

subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant that they will keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Dated this the _____ day of _____, 2016.

City of Casa Grande
An Arizona municipal corporation

(Contractor's Name)

By: _____
James V. Thompson, City Manager

By: _____
Name &
Title: _____

Attest:

Remilie S. Miller, City Clerk

Approved as to form:

Brett Wallace, City Attorney

State of _____)
County of _____) SS

Acknowledgment

On this ____ day of _____, 2016, _____
personally appeared before the undersigned and acknowledged ____self to be the _____
of _____, being authorized so to do, executed the Agreement
between _____ and the City (identified in City of Casa
Grande records as C.G. Contract No. _____) in the capacity therein stated and for
the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires: _____

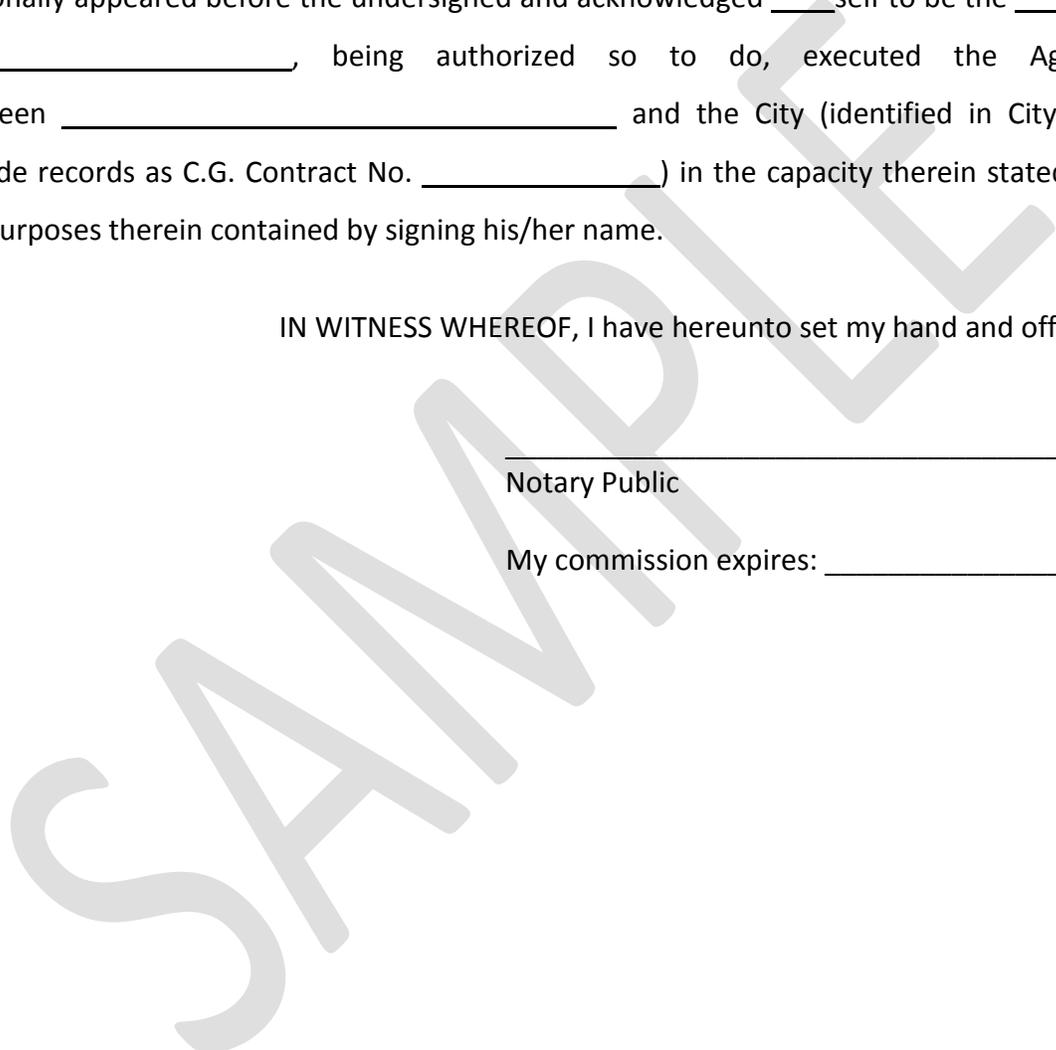


EXHIBIT "A"—SCOPE OF WORK

(to be completed at the time of award)

SAMPLE

EXHIBIT "B" — PAYMENT SCHEDULE

(to be completed at the time of award)

SAMPLE

