

CITY OF CASA GRANDE, ARIZONA

NOTICE OF REQUEST FOR QUALIFICATIONS

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

**JOB-ORDER CONSTRUCTION SERVICES FOR
CITY OF CASA GRANDE MANHOLE REHABILITATION PROGRAM**

The City of Casa Grande Request for Qualifications (RFQ) for Job-Order Construction Services for City of Casa Grande Manhole Rehabilitation Program.

Each response shall be in accordance with the RFQ instructions and scope of work package on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: www.casagrandeaz.gov.

All responses must be submitted by 2:00 p.m. City time on Friday, February 14, 2014 to the City Clerk, Remilie S. Miller, and 510 East Florence Boulevard, Casa Grande, Arizona 85122. The responses shall be evaluated in accordance the RFQ scope of work package.

Bids must be addressed to:

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

The envelope must be boldly marked:

**REQUEST FOR QUALIFICATIONS JOB-ORDER CONSTRUCTION SERVICES FOR
CITY OF CASA GRANDE MANHOLE REHABILITATION PROGRAM
BID OPENING: FEBRUARY 14, 2014 AT 2:00 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 materials offered, and to award a contract or contracts for the furnishing of one or more items of the services it deems to be in the best interest of the City.

/s/James V. Thompson
City Manager

CITY OF CASA GRANDE
NOTICE OF REQUEST FOR QUALIFICATIONS
For
JOB-ORDER CONSTRUCTION SERVICES FOR
CITY OF CASA GRANDE MANHOLE REHABILITATION
PROGRAM

BID DUE DATE: February 14, 2014
2:00 P.M. LOCAL AZ TIME

SUBMITTAL LOCATION: City of Casa Grande Clerk's Office
510 East Florence Blvd.
Casa Grande, AZ 85122

Any requests for **procedural** clarification or additional information regarding the submission of this Invitation to Bid shall be directed to:

City of Casa Grande Clerk's Office
510 East Florence Blvd.
Casa Grande, AZ 85122

Requests for **technical or other** information shall be directed to:

Terrence S. McKeon, P.E.
Project Manager
(520) 421-8625

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CONTACTING THE CITY CLERK'S OFFICE OR A COMPLETE PACKET IS AVAILABLE ON THE CITY'S WEBSITE: WWW.CASAGRANDEAZ.GOV.

Competitive sealed bids for the specified material or service shall be received by the City of Casa Grande Clerk's Office, 510 E. Florence Boulevard, Casa Grande, Arizona 85122, until the time and date cited. Bids received by the correct time and date 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 amendments with the solicitation response may be grounds for deeming the bid as non-responsive.

Bids must be in the actual possession of the 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 persons listed above.



City of
Casa Grande

REQUEST FOR QUALIFICATIONS

FOR

JOB-ORDER CONSTRUCTION SERVICES

FOR

**CITY OF CASA GRANDE MANHOLE REHABILITATION
PROGRAM**

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SECTION 1: PROJECT DESCRIPTION

The City of Casa Grande owns, operates, and maintains a sanitary sewer gravity collection network consisting of approximately 1.5 million linear feet of pipelines and 4,500 sewer manholes. The City is seeking a qualified Contractor to provide a variety of manhole rehabilitation services on a job-order basis for the City's Manhole Rehabilitation Program, hereinafter referred to as the Project.

The Project is intended to provide a variety of services as may be required to rehabilitate existing sanitary sewer manholes. Due to the varying condition of existing manholes within the City's collection network, it is anticipated that services required to be performed under this project will range from simple cleaning and inspection to complete removal and replacement.

The intent of this project is to provide services for fiscal year 2014, and may be extended annually, at the City's discretion, for up to three (3) additional consecutive years. It is anticipated that the annual budget for this project will range from \$125,000 - \$200,000 per fiscal year.

An emphasis will be placed on proposals which provide for all anticipated services as described in the proposed scope of work. One firm or team may be selected to perform all required services.

SECTION 2: SCOPE OF WORK

The Contractor shall be responsible for providing a variety of services as may be required to assess, repair, rehabilitate, or replace existing sanitary sewer manholes at various locations throughout the City's collection system. The selected Contractor shall be responsible to coordinate efforts with City staff to perform evaluations as may be necessary to identify manholes to be rehabilitated and appropriate rehabilitation methods for these manholes during a fiscal year cycle.

Anticipated tasks required to be performed by the selected Contractor for the execution of this project are:

- Performance of manhole evaluations/assessments – investigation and reporting of conditions of existing manholes and recommendations for appropriate repairs
- Cleaning of existing manholes, including removal and disposal of debris
- Repair of existing concrete substrate and/or preparation for coating
- Application of approved system designed for structural rehabilitation of concrete manholes
- Application of an approved manhole coating system
- Installation/application of structural liner system
- Repairs to concrete manhole base/bench
- Removal and replacement of existing manhole, including surface restoration
- Removal and replacement of frame, cover, and concrete collar
- Pavement replacement

- Traffic control plans and setups

Contractors are to submit as part of their SOQ submittal package copies of product literature for all systems, products, and components which they propose for use in execution of this project.

SECTION 3: SUBMITTAL ELEMENTS

The Contractor will be selected through a qualifications-based selection process. Firms interested in providing required services must submit a Statement of Qualifications (SOQ) that meets the criteria set forth in this section. Information included in the SOQ response will be used to evaluate your firm as part of any criteria, regardless of where that information is found in the SOQ. Information obtained from the SOQ and from any other relevant source, including independent investigation by the City, may be used in the evaluation and selection process. Further details of submittal requirements are contained in Section 6 of this solicitation.

To be considered, each SOQ must address each of the following items:

1. Experience and Qualification of Firm (25 Points Possible)

- 1.1. Provide a general description of the firm and/or team that is proposing to provide required services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing key personnel.
- 1.2. Provide the following information:
 - 1.2.1. List the Arizona contractor licenses held by the firm/team. Provide the license number and explain if held by an individual or the firm.
 - 1.2.2. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last 5 years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last 3 years. Briefly describe the circumstances and the outcomes.
 - 1.2.3. If selected as a finalist for this project, you will be required to provide a statement from an A- or better surety company describing the Company's bonding capacity.
- 1.3. Identify at least three (3) projects comparable to project in which the firm provided services similar to those listed for this project. For each project identified, provide the following:
 - 1.3.1. Description of the project
 - 1.3.2. Role of the firm (specify whether performed under job-order-contract, on-call, or general contract; identify the percent of work self-performed.)

- 1.3.3. Original contracted construction cost and final construction cost for each Project
- 1.3.4. Construction dates
- 1.3.5. Project owner and contact information (at least one contact with current contact number/email per project)

2. Approach to Performing the Required Services (25 Points Possible)

- 2.1. Discuss the major issues such as: construction sequencing, providing safe work conditions and early procurement of long-lead items that your team has identified on this project and how you intend to address those issues.
- 2.2. Describe your firm's project management approach and team organization during design and construction phase services to address major issues. Describe systems used for planning, scheduling, cost estimating and managing construction. Briefly describe the firm's experience in quality control, dispute resolution, and safety management.

3. Proposed Products. Systems, Materials (20 Points Possible)

Provide detailed cut-sheets and product literature for all materials, systems, components proposed to be used for this project. Emphasis should be placed on coating system(s) and structural rehabilitation methods/systems proposed for use.

4. Experience of key personnel to be assigned to this project (10 Points Possible)

- 4.1. Identify all key personnel for the proposed project team. For each key person identified, list their length of time with the firm and at least 2 comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide the following:
 - 4.1.1. Description of project
 - 4.1.2. Role of the person
 - 4.1.3. Original contracted construction cost and final construction cost for each Project
 - 4.1.4. Construction dates
 - 4.1.5. Project owner
 - 4.1.6. Reference information (two current names with telephone numbers per project)

5. Principal office location and local participation (10 Points Possible)

The City desires strong local participation in this project. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the home office location of key staff on this project.

Identify local (i.e. presently living in or relocating to the Valley) vs. non-local staffing of your team, and the percent of their work expected to be done locally.

6. Subcontractor Selection Plan

(10 Points Possible)

Interested Contractors shall include in their submittal a proposed subcontractor selection plan. The proposed subcontractor selection plan must select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

SECTION 4: SELECTION PROCESS

An appropriate selection committee shall be formed including representatives of the City of Casa Grande, and a Licensed Contractor. This Committee will read, review and evaluate each submittal independently based on the evaluation criteria. A point formula system will be used to evaluate the submittals. A "final list" will be constructed based on the score of the initial evaluations. The City may, however, call firms to clarify information received in the submittal. A short list of no less than three, and no more than five, firms will be generated from submittals received. Firms on the final list shall be ranked, and the City will enter into negotiations with the highest ranking firm.

Upon completion of the selection process and the identification of the best qualified firm, the City shall enter into negotiations with the selected team and execute a contract following completion of negotiation of fees and any contract terms for Council consideration. A sample of the form of Contract to be executed is included as Appendix "A" in this solicitation. If the City is unable to successfully negotiate a contract with the best-qualified firm, the City may then negotiate with the second or third most qualified until a contract is reached or may terminate the selection process.

SECTION 5: PROPOSED SCHEDULE OF EVENTS

Scheduling is a critical component of this project. To meet projected demands, it is projected that this project must be completed no later than September 1, 2013. As such this Calendar of Events is an integral part of the Submittal Requirements and Contract Documents. The City, however, reserves the right to alter these timelines as necessary in the best interest of the City and to accommodate scheduling difficulties relating to interviews or Council selection of the Contractor. All times refer to Local Time, as kept by the City Clerk.

<u>Event</u>	<u>Description</u>	<u>Date</u>
1.	Request for Qualifications Release	1-20-2014
2.	Submittal Deadline	2-14-2014
3.	Notify final-list selected construction managers	2-21-2014
4.	Notify selected construction manager	2-21-2014
5.	Anticipated Council approval of selected Contractor	4-07-2014
6.	Anticipated NTP	5-07-2014

SECTION 6: GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

1. Definition of Terms Used in These Instructions

As used in these instructions, the following terms have the following meaning:

- A. "Attachments" means all items required of the Submitter as a part of the submittal.
- B. "Days" means calendar days unless otherwise specified.
- C. "Exhibits" means all items attached to the solicitation.
- D. "Submittal" means bid, submittal, quotation, and qualifications.
- E. "Submitter" means a vendor or provider who responds to any type of solicitation.
- F. "Contracts Manager" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee. For the City Of Casa Grande, that shall mean the Project Manager.
- G. "Solicitation" means an invitation for bids (IFB), a request for submittals (RFP), a request for quotations (RFQ) or a request for qualifications (RFQ).

2. Preparation of Submittal

- A. Copies of Submittal. To be considered responsive, one original and seven copies of a submittal must be submitted in a sealed envelope or box with the RFQ Description (Construction Manager - Water Reclamation Facility Phase III Expansion) and the submitter's name and address clearly indicated on the package by the deadline. The submittal must bear the original signature of an authorized representative of the submitter on the acknowledgement provided.

- B. Forms: No Facsimile or Telegraphic Submittals. A submittal shall be made either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation shall be legible and contain the same information requested on the form. A facsimile, telegraphic, or mailgram submittal shall be rejected.
- C. Typed or Ink Corrections. The submittal must be typed or in ink. Erasures, interlineations or other modifications in the submittal must be initialed in ink by the person signing the submittal. Modifications shall not be permitted after submittals have been opened except as otherwise provided under applicable law.
- D. Duty to Examine. It is the responsibility of each submitter to examine the entire solicitation, seek clarification in writing, and check its submittal for accuracy before submitting the submittal. Lack of care in preparing a submittal shall not be grounds for withdrawing the submittal after the submittal due date and time nor shall it give rise to any contract claim.
- E. Amendments. Each solicitation amendment, if any, shall be signed with an original signature by the person signing the submittal, and shall be submitted no later than the submittal due date and time. Failure to return a signed copy of a material solicitation amendment may result in rejection of the submittal.
- F. Submittal Amendment or Withdrawal. A submittal may not be amended or withdrawn after the submittal due date and time except as otherwise provided under the City's Procurement Code or other applicable law.
- G. Public Record. Under applicable law, all submittals submitted and opened are public records and must be retained by the City of Casa Grande. Submittals shall be open to public inspection after contract award, except for such submittals deemed to be confidential by the City Casa Grande. If a submitter believes that information in its submittal should remain confidential, it shall stamp as confidential that information and submit a statement with its submittal detailing the reasons that information should not be disclosed. The City of Casa Grande shall make a determination pursuant to the City of Casa Grande's Procurement Code and the Public Records laws of the State of Arizona.
- H. Exceptions to Terms and Conditions. A submittal that takes exception to a material requirement of any part of the solicitation, including a material term and condition of any proposed contract, may be rejected. Exceptions to the submittal documents shall be clearly set forth in an attachment to the submittal.
- I. Release of Project Information. The City shall provide the release of all public information concerning the project, including selection announcements and

contract awards. Those desiring to release information to the public must receive prior written approval from the City.

J. Non-compliant Submittals to be Rejected. Submitters are advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date and time.
- Failure to deposit the submittal in the appropriate location.

These failures will result in disqualification and no action of the City, including late acceptance by the City Clerk, shall act to waive or otherwise affect the disqualification.

K. City Rights. The City of Casa Grande reserves the right to reject any or all Submittals, and except as set forth in subsection (j) above, to waive any informality or irregularity in any Submittal received, to be the sole judge of the merits of the respective Submittals received, and to cancel any solicitation if deemed to be in the interest of the City to do so.

3. Inquiries

A. Solicitation Contact Person; Other Contact Prohibited. Any inquiry related to a solicitation shall be directed solely to the City of Casa Grande Project Manager identified in this proposal. The submitter shall not contact or direct inquires concerning this solicitation to any other employee unless the solicitation specifically identifies a person other than the Contracts Manager as a contact. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Deputy City Manager, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. The Contract Manager/Contact Person for this Solicitation shall be:

Terrence S. McKeon, PE
3181 N. Lear Ave.
Casa Grande, AZ 85122
tmckeon@casagrandeaz.gov

B. Submission of Inquiries. All inquiries are to be submitted via email ONLY. Each inquiry shall clearly refer to this solicitation in the subject line of the email. A list of all inquiries received, and responses by the city, shall be

generated and be made available to all interested parties via posting on the City's website seven (7) days prior to the submittal deadline.

- C. Timeliness. Any inquiry should be submitted at least seven (7) days before the submittal due date and time. Failure to do so may result in the inquiry not being answered.
- D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation amendment. A submitter may not rely on verbal responses to its inquiries.

4. Submittal Acceptance Period

By submitting a proposal pursuant to this solicitation, the submitter agrees that it shall hold its submittal open for the number of days from the submittal due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for the submittal acceptance, the number of days shall be one-hundred twenty (120).

5. Cost of Submittal Preparation

The City of Casa Grande shall not reimburse any submitter the cost of responding to a solicitation.

6. Certifications, Disclosure, and Disqualification

- A. Non-collusion, Employment, and Services. By signing the Submittal form, or other official contract form, the submitter certifies that:
 - a. did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its submittal; and
 - b. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders.
- B. Disclosure. If the Design Consultant and Construction Contractor, business, or person submitting this submittal has previously been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Submitter must fully explain the circumstances relating to the preclusion or proposed preclusion in the submittal. If awarded, the submitter must include a letter with its submittal setting forth

the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- C. Disqualification. The submittal of a submitter who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

7. **Incorporation by Reference**

The Uniform General Terms and Conditions are incorporated by reference into this solicitation and are available from the Contracts Manager.

8. **Award of Contract**

- A. Number or Types of Awards. Where applicable, the City of Casa Grande reserves the right to make multiple awards or to award a contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City of Casa Grande. If the Contracts Manager determines that an aggregate award to one submitter is not in the City of Casa Grande's interest, "all or none" submittals shall be rejected.
- B. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in a submittal shall be deducted from the submittal for the purposes of evaluating that price.
- C. Contract Inception. A submittal does not constitute a contract nor does it confer any rights on the submitter to the award of a contract. A contract is not created until the submittal is accepted in writing by the Casa Grande City Council and executed by the authorized signature of the City Manager and the Submitter.

9. **Protests**

Pursuant to Section 3.04.170 of the Casa Grande City Code, all protests shall be in writing and be filed with the Purchasing Officer of the City of Casa Grande. To be considered timely, a protest of a solicitation any protest must be filed within three (3) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protester;
- B. The signature of the protester or its representative;

- C. Identification of the purchasing agency and the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

All protests will be heard and decided in a manner pursuant to Section 3.04.170 of the Casa Grande City Code.

10. Solicitation Order of Precedence

In the event of a conflict in the provisions of this solicitation, the following shall prevail in the order set forth below:

- A. Solicitation;
- B. Special Terms and Conditions, if any;
- C. Uniform General Terms and Conditions;
- D. Specifications;
- E. Exhibits;
- F. Special Instructions to Submitters; and
- G. Uniform Instructions to Submitters.

11. Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Contracts Manager. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified on the first page of this solicitation.

SUBMITTAL DEADLINE FOR STATEMENT OF QUALIFICATIONS

Submittals must be delivered in a sealed package bearing the title of the solicitation. Packages must be delivered prior to the submittal deadline to the Address listed below; any submittal package received after the deadline shall not be considered and will be discarded.

Submittal address and deadline information:

TITLE: **JOB-ORDER CONSTRUCTION SERVICES FOR
CITY OF CASA GRANDE MANHOLE REHABILITATION
PROGRAM**

SUBMITTAL DUE DATE: **FEBRUARY 14, 2014** **TIME: 2:00 PM**

SUBMIT TO: Office of the City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, AZ 85122

SUBMITTAL ACKNOWLEDGMENT

To the City of Casa Grande:

The undersigned hereby submittals and agrees to furnish the materials in compliance with all terms, conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with the City of Casa Grande’s Standard Terms and Conditions.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

AUTHORIZED COMPANY SIGNATURE _____

THIS FORM MUST BE SIGNED AND RETURNED WITH SUBMITTAL

Authorization for Release of Performance Information and Waiver

I, _____, the undersigned, on behalf of _____ (this company), being duly authorized to do so, do hereby consent and authorize all those companies and government entities listed in my Submittal to the City of Casa Grande, and any other government entity for whom this company has performed pre-construction and/or construction services, to disclose and release to the City of Casa Grande, or its representatives, information, records and opinions concerning this company's performance. The purpose of this disclosure is to provide references and background material to the City of Casa Grande. This company hereby waives any claim it may have against the City of Casa Grande or any company or entity providing information to the City of Casa Grande by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization shall be effective for one year, and a copy of this authorization shall be as valid and effective as the original.

Dated: _____

By: _____

Title: _____

APPENDIX "A"
SAMPLE CONTRACT FORM

Contract No. XXXXX

TITLE

Project No. XXXXXXXXX

XXXXX Department
City of Casa Grande

CONTACT NAME
PHONE

CONTRACTOR

CONTACT NAME
PHONE

THIS CONTRACT made and entered into by and between the **City of Casa Grande**, a Municipal Corporation (the "City") and _____, (the "Contractor").

The City and the Contractor for the consideration named agree as follows:

SECTION 1. The complete Contract includes all of the Contract Documents as if set forth in full herein. The Contract and all Contract Change Orders issued after the execution of the Contract, Addendum No(s) _____ issued prior to the opening of the bids, the Special Provisions, the Project Plans (Exhibit(s) _____), the Standard Plans, the Standard Specifications, the Waterworks Standards, Reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Performance Bond and the Payment Bond all of which are essential parts of this Contract as defined in Attachment 1. In the event of any conflict in these provisions, the terms of the Contract Documents shall control, each over the other, in the order provided.

SECTION 2. The Contractor shall furnish all materials, except as otherwise provided in the Plans or Specifications, and will perform all the work for the

PROJECT NO. _____

PROJECT NAME: _____

necessary to complete in a good, workmanlike, and substantial manner the work in accordance with the Contract Documents for this Project. The Contract documents are specifically referred to and made a part hereof this Contract.

SECTION 3. The City will pay the Contractor the amount of _____ (Dollars) (\$ _____) for a base contract, subject to change of materials and work orders. The Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City subject to additions and/or reductions of the quantities of the various bid items at the unit prices bid for furnishing all labor and materials and for doing all the work contemplated and embraced under this Contract. The Contractor further agrees that:

- a. The City will not pay any claim submitted to the City by the Contractor unless the claim is **SUBMITTED IN WRITING** to the City and **APPROVED BY THE CITY IN WRITING BEFORE** any such work is started.
- b. The City will not pay for any cost increases for labor and materials outside the original prices as set forth in the Bid Schedule unless **SUBMITTED IN WRITING** to the City and **AGREED TO IN WRITING** by the City **IN ADVANCE**.
- c. In the event of unforeseen difficulties or obstructions arising out of the nature of the work to be performed are encountered by the Contractor, the Contractor **SHALL NOT MOVE FORWARD** with any additional work until that work is **APPROVED IN WRITING** by the City's Project Manager.
- d. The Contractor shall be responsible for all expenses incurred by or in consequence of the suspension and/or discontinuance of work **CAUSED BY** Contractor.
- e. The Contractor shall faithfully complete the work in the manner and in accordance with the Contract Documents and the requirements of the City's Project Manager under them.
- f. Any additional charges incurred without **WRITTEN CONSENT** of the City shall be considered incidental costs to the Contract with **NO COST** to the City.

SECTION 4. TIME IS OF THE ESSENCE for this Contract. The Contractor agrees to commence work pursuant to this Contract within _____ **calendar days** after the date of authorization specified in the Notice to Proceed and to diligently prosecute the same, day to day, to completion within _____ **calendar days** after the date provided except as adjusted by subsequent Contract Change Order(s). All additional work, when authorized by executed Change Order(s) shall be compensated for by a fee as mutually agreed upon by the City and Contractor.

When a contractor submits a request for a date extension for which work must be completed in a contract, a written Contract Change Order shall be initiated outlining the reason for applying for the extension and the drop-dead date the work **will** be completed. If the extension is agreed to and signed by the City and the Contractor, it binds the Contractor to complete the work by the extended date designated in the amendment unless the delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor. It is agreed the City's only liability for delay from any cause shall be limited to granting a time extension to the Contractor. There is no other obligation, expressed or implied, on part of the City to the Contractor for delay from any cause.

SECTION 5. If the work to be performed by Contractor for this Contract is not timely completed, the Contractor shall pay to the City \$ _____ as liquidated damages for each day the work remains incomplete after the scheduled completion date. The scheduled completion date for determining liability for liquidated damages shall be _____ **consecutive days** from the effective date of City's Notice to Proceed to the Contractor.

For the purpose of determining applicability of liquidated damages, completion time shall be extended only if delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor per Section 6.

SECTION 6. Force Majeure: Notwithstanding any other term, condition, or provision hereof to the contrary, in the event any party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such party by the terms hereof due to labor strikes, nationwide material shortages, war, civil disturbances, unusual weather conditions, natural disasters, acts of God, or other events beyond the control of such party, the time period provided herein for the performance by such party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events and must be agreed to **IN WRITING BY BOTH PARTIES.**

SECTION 7 The Contractor agrees to indemnify, defend, and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature arising out of the Contractor's negligence or any subcontractor employed by the Contractor including bodily injury and death, damages to any property or any other losses, claims, suits, demands, and/or expenses, arising or alleged to have arisen out of the work performed, except any injury or damages arising out of the sole negligence of the City, its officers, agents or employees. The amount and type of insurance coverage requirements set forth in Section 8 will in no way be construed as limiting the scope of indemnity in this paragraph.

SECTION 8. INSURANCE.

8.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its 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:

8.1.1 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.

8.1.2 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;

8.1.3 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.

8.1.4 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.

8.1.5 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 8.1.2 and 8.1.3 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.

8.1.6 Professional Liability. The Contractor retained by the City to provide 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.

8.2 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.

8.2.1 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.

8.2.2 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.

8.2.3 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.

8.3 Severability of Interests. The policies referenced in 8.1.2 and 8.1.3 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."

8.4 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.

8.5 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.

SECTION 9. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment for services rendered and accepted by the City before the effective date of termination.

The City reserves the right to terminate in whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written notice of default to the Contractor for failing to perform the stipulations, conditions or services/specifications required in this Contract. The Contractor shall have 5 days from receipt of the notice to rectify the failure or establish a plan for remedy. Contractor shall provide documentation of the remedy or proposed plan for approval by the City.

The City may terminate this Contract for cause if:

- A. In the opinion of the City, the Contractor attempts to impose personnel, materials or services of an unacceptable quality;
- B. In the opinion of the City, the Contractor fails to furnish the required services and/or product within the time stipulated in the Contract;
- C. In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- D. The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

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.

If funds that are appropriated or allocated for the payment of obligations under this Contract are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event that this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Upon Notice of Termination the Contractor shall appraise the work the Contractor has completed and submit this appraisal to the City for evaluation.

The Contractor shall receive as compensation for services performed through the date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of the Contractor fee described in this Contract and shall be in the amount mutually agreed to between the Contractor and the City. The City shall make this final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items or service.

Notice required under this section shall be in writing and shall be served by certified mail upon the other party. When served by certified mail, services shall be conclusively deemed made five (5) days after posting thereof in the United States mail, postage prepaid.

SECTION 10. 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.

SECTION 11. The Contractor agrees that any inspection by the City Representative or by other agents or employees of the City of the work performed is for the purpose of ensuring the technical competence of the work and adherence to other contractual provisions. Inspections are not for the purpose of safeguarding workers on the job, which is the sole responsibility of the Contractor.

The Contractor warrants that he/she is fully familiar with all the safety requirements of the Occupational Safety and Health Act as promulgated by the Federal Government and as implemented by the State of Arizona, and that he/she will be solely responsible for implementing and enforcing the same at all times.

SECTION 12. The Contractor agrees to accomplish the work with a minimum of traffic interruption. If it becomes necessary to close any traffic lanes on any street within the City, permission must first be obtained from the City Engineer's Office. Permission shall be requested at least 48 hours in advance for residential streets and 72 hours in advance for arterial streets. The Contractor shall furnish and place all detour signs and any other warning signs in accordance with the SPECIAL PROVISIONS.

SECTION 13. 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.

SECTION 14. 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. Should the City bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract, the City shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

SECTION 15. It is agreed that the _____ or his/her designee is authorized to execute Contract Change Order(s) necessary to the prosecution of the work, all in accordance with the Standard Specifications.

SECTION 16. The Contractor agrees that he/she will not proceed with any extra work unless he/she has been authorized in writing to do so by the _____ or his/her designee prior to the commencement of any extra work.

SECTION 17. The Parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor without prior written consent of the City.

SECTION 18. 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.

SECTION 19. The Contractor shall cause the Performance Bond and Payment Bond to remain in full force and effect through the warranty and guarantee period. By my signature hereunder, as Contractor, I agree to keep the Performance Bond and Payment Bond or cashier's check in equivalent of the full Performance Bond and Payment Bond in full force

and effect through said period. The cashier's check shall serve the same purposes and fully cover the requirements of a Performance Bond and a Payment Bond.

SECTION 20. By my signature hereunder, as Contractor, I certify that I will comply with all provisions of the City of Casa Grande Project No. _____.

SECTION 21. 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 inspection 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.

SECTION 22. DISPUTES

22.1 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.

22.2 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.

22.3 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.

SECTION 23. By my signature hereunder, as Contractor, I agree that even if only one (1) Progress Payment is prosecuted by the City of Casa Grande for this Project, the City will retain ten percent (10%) of the Progress Payment amount. The ten percent (10%) retention will be discharged in accordance with the Standard Specifications.

SECTION 24. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be

construed as limiting the scope of the indemnity in this paragraph.

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.

SECTION 25. By my signature hereunder, as Contractor, I agree that I am not an employee of the City, and that I am performing the duties as an Independent Contractor, supplying my own employees, and maintaining my own insurance and handling all of my own internal accounting. The City in no way controls, directs, or has any direct responsibility for the actions of the Contractor. 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.

By my signature hereunder, as Contractor, I understand and acknowledge that the City will not withhold federal or state income. 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.

By my signature hereunder, as Contractor, I agree that I shall be responsible for the compliance with the United States Immigration Reform and Control Act of 1986, and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this Act. This indemnification includes the costs of suit.

By my signature hereunder, as Contractor, I agree that I shall be responsible for compliance with the Americans with Disabilities Act of 1990 and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this act. This indemnification includes the costs of suit.

SECTION 26. By their signatures hereunder, as Contractor and City, the Parties agree to be bound by all applicable Federal and State regulations governing Equal Opportunity and Non-Discrimination.

SECTION 27. Pursuant to the requirements of Arizona Revised Statutes, Title 34, the City will require both of the following documents to be completed and submitted before the final payment is made and retainage is released.

1. A certification from the Prime Contractor that all bona fide project claims and bills from his/her subcontractors and suppliers have been paid, and that all his/her project claims against the City have been resolved (CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS).
2. The consent of surety affidavit signed by an authorized representative of the surety (CONSENT OF SURETY TO FINAL PAYMENT AND FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES).

The City of Casa Grande reserves the right to obtain from the Contractor "satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work".

SECTION 28. This Contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that

the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

SECTION 29. In accordance with A.R.S. §35-391, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan. In accordance with A.R.S. §35-393, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran.

SECTION 30. Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989.

SECTION 31. To the extent applicable under A.R.S. § 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 A.R.S. § 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 to 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.

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SECTION 32. 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.

SECTION 33. 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.

SECTION 34. 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.

SECTION 35. The provisions of paragraphs 5, 8, 9, 10, 13, 14, 21, 22, 24, 25, 26, 29, 31, 32, 33, and 34 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

SECTION 36. This is the entire Contract between the parties. If any portion(s) of this Contract is (are) later found to be invalid or unenforceable, such portion(s) shall be null and void and without any effect on the rest of the Contract which shall continue in full force and effect.

SECTION 37. 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.

SECTION 38. THIS CONTRACT SHALL BE VALID UPON EXECUTION BY THE PARTIES.

Dated this the _____ day of _____, 20____.

City of Casa Grande, an Arizona municipal corporation. _____

By: _____ By: _____
James V. Thompson, City Manager _____

Attest:

Gloria Leija, City Clerk CMC/AAE

Approved as to form:

Brett Wallace, City Attorney

SIGNING INSTRUCTION TO THE CONTRACTOR:

SIGNATURE MUST BE FROM A CORPORATE OFFICER OR OWNER. IN THE EVENT THAT ANOTHER INDIVIDUAL IS SIGNING, A LETTER OF AUTHORIZATION FROM A CORPORATE OFFICER OR OWNER INDICATING SIGNATORY AUTHORITY FOR THAT INDIVIDUAL MUST BE PROVIDED.

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 of the "2013 Mill and Overlay Improvement 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 principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of, _____ 20____.

CONTRACTOR:

Name: _____

Address: _____

Tel. No.: _____

By: _____

SURETY:

Name: _____

Address: _____

Tel. No.: _____

By: _____

Attorney-in-Fact

NOTE: This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.

SAMPLE

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 of the "2013 Mill and Overlay Improvement 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 principal promptly pays all
monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in
the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in
full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of title 34, chapter 2,
article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with
the provisions, conditions and limitations of title 34, chapter 2, article 2, Arizona Revised Statutes, to the
same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable
attorney fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____
_____, 20____.

CONTRACTOR:

SURETY:

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

By: _____

By: _____

Attorney-in-Fact

**NOTE: This bond must be executed by both parties, and in the case of a corporation, with corporate seal
affixed. All signatures must be acknowledged. (Attach acknowledgments.) The Attorney-in-fact for the
bonding company must be registered in at least one county in the State of Arizona.**

**CONSENT OF SURETY TO FINAL PAYMENT AND
FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES**

The undersigned Surety (the "Surety"), having provided the City of Casa Grande the City with a payment bond for the payment of labor and material provided to the Contractor _____ (the "Contractor") in connection with **Project No.** _____ (the "Project") consents to final payment and full release of all retainage to Contractor held by City in connection with the Project.

Surety further releases City from all claims, past, present, future, known or unknown which it may assert or could have asserted against City as a result of City's final payment and release of the retainage held in connection with the Project.

This release is only intended to relieve City of any liability or responsibility in connection with final payment and full release of retainage to the Contractor in connection with the Project and shall in no way be construed to relieve Surety of any obligation under the payment bond issued for the Project.

IN WITNESS WHEREOF, the Surety has executed this instrument this _____ day of _____, 20_____.

SURETY

Authorized Representative

Title

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of

Notary Public

My Commission Expires: _____

**CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS**

Project No.: _____

Project Name: _____

To the City of Casa Grande, Arizona:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above contract project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____ as set out in the final pay estimate, as full and complete payment under the terms of the contract, waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described contract.

The undersigned further agrees to indemnify, defend and save harmless the City of Casa Grande against any and all liens, claims of liens, suits, actions, damages and expenses whatsoever, which the City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of installation.

Contractor

By: _____

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, on behalf of

Notary Public

My Commission Expires: _____

ATTACHMENT 1
DEFINITION OF TERMS

Addendum	Written or graphic instrument(s) issued in writing, after advertisement, but prior to the opening of the Bids, which alter, change, clarify, correct, modify or revise the Contract Documents.
Bid	The offer of the bidder, submitted on the prescribed form(s) to perform the Work and/or furnish material(s) and/or furnish labor and/or furnish equipment at the price(s) quoted.
Bidder's Proposal:	The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
Bidders Bond	The security furnished with a bid to guarantee that the bidder shall enter into the contract if the bid is accepted.
Change Order	A written order, issued and signed by the City Department Director or designee to the Contractor, directing addition(s), deletion(s) or revision(s) in the Work, adjustment in Contract Price(s) or Contract Time, said Change Order(s) is/are issued after the execution of the Contract, all as incidental to the prosecution of the Work as advertised.
Contract	The written agreement between the City and the contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of the work, the furnishing of labor and materials and the basis of payment.
Liquidated Damages	The monetary damages amount that the parties to the Contract shall be paid to the City by the Contractor for each day the work remains incomplete after the scheduled completion date. The Liquidated Damages amount will be set in accordance except as otherwise required in the project specifications, shall be in accordance with all applicable Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG), latest edition, et seq.
Notice Inviting Bids	The public announcement, as required by law, inviting Bids for work to be performed and/or materials to be furnished and/or labor to be furnished and/or equipment to be furnished.
Payment Bond	The security provided by the contractor solely for the protection of claimants supplying labor and materials to the contractor or to subcontractors of the contractor.
Performance Bond	The security provided by the contractor solely for the protection of the contracting agency and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof.
Project Manager	The City designee in direct charge of the Project and responsible for the completion of the project according to the provisions of the Contract.
Project Plans	Specific details and dimensions peculiar to the work which are supplemented by the standard details insofar as they may apply.
Reference Specifications	Any specifications referred to in the Contract Documents other than Standard requirements peculiar to an individual project.
Special Provisions	Additions and revisions to the Standard Specifications covering conditions and Specifications, including, but not limited to: bulletins, standards, rules, methods of analysis or tests, codes, other agency specifications, engineering societies, or industrial associations

referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the Project or issuing the permit, unless otherwise specifically referred to by edition, volume or date.

Standard Plans The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Standard Specifications The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate

Waterworks Standards The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate, unless modified within the Plans and/or the Standard Notes and Detail Plan Sheet for the City of Casa Grande and Arizona Water Company Details.

SAMPLE