

**CITY OF CASA GRANDE, ARIZONA
REQUEST FOR STATEMENT OF QUALIFICATIONS**

FOR

**PUBLIC WORKS ON-CALL
MAINTENANCE & REPAIR SERVICES**

The City of Casa Grande intends to establish a pre-qualified list of Contractors to provide non-exclusive repair and maintenance services on an as-needed basis in support of the Public Works Department. This list shall include various disciplines and services. Each interested Contractor/Firm is invited to submit a Statement of Qualification (SOQ) detailing capabilities and experience in one or more of the categories listed in the RFQ.

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 pm** City time on **Friday, November 15, 2013** to the City Clerk at the address specified below.

Responses must be addressed to:

**Remilie S. Miller, City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, Arizona 85222**

The envelope must be boldly marked:

**STATEMENT OF QUALIFICATIONS FOR PUBLIC WORKS ON-CALL
MAINTENANCE & REPAIR SERVICES**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Qualifications, or to reject any or all responses; to be the sole judge of the suitability of the materials offered, and to award a contract for the furnishing of the services it deems to be in the best interest of the City.

/s/James V. Thompson
City Manager



City of
Casa Grande

REQUEST FOR QUALIFICATIONS

FOR

PUBLIC WORKS ON-CALL

MAINTENANCE & REPAIR SERVICES

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SECTION 1: PROJECT DESCRIPTION

The City of Casa Grande intends to establish a pre-qualified list of Contractors to provide non-exclusive repair and maintenance services on an as-needed basis in support of the Public Works Department through Fiscal Year 2014. Contracts issued as a result of this solicitation may be extended on an annual basis through the end of FY 2016 at the option of the City. This list shall include various disciplines and services as described within other sections of this solicitation. Each interested Contractor/Firm is invited to submit a Statement of Qualification (SOQ) detailing capabilities and experience in one or more of the categories listed.

Assignment of available projects will be made to selected firms possessing necessary specialty as required. Projects assigned to any one Contractor are not to exceed a maximum of \$49,999 in aggregate fees within any Fiscal Year. No single award to any individual Contractor or firm will be in excess of \$20,000 and the total value of ALL services to be provided for any single project will not be in excess of \$24,999 in any Fiscal Year. **As these services are on an as-needed basis, no guarantee is made that ANY work will be assigned under this program.**

Contractors selected to perform any task under this solicitation shall be required to hold valid licensing as necessary for any task for which they intend to provide service(s) and as required by the Arizona Revised Statutes.

Contractors selected to perform any task under this solicitation shall be required to obtain and maintain insurance coverages as specified in the sample Contract. Contractors selected to perform any task under this solicitation shall also be required to obtain a City of Casa Grande business license.

Appendix "A" contains a listing of various categories of services and typical tasks which may be required in support of the City. Each interested Contractor shall review the list, and is required to specify those categories and services for which they wish to be considered.

SECTION 2: SCOPE OF WORK

Services to be provided under this on-call list are to be in support of the operation, maintenance, and repair of City-owned infrastructure. These services will be provided in support of the Wastewater, Streets, and Sanitation Divisions, but may be utilized as needed in support of other departments or divisions within the City.

The City Wastewater Division operates and maintains facilities which include: approximately 1.5 million linear feet of gravity sanitary sewer lines, 4,500 sewer manholes, ten sewer liftstations, and a Water Reclamation Facility recently expanded to a 12 MGD capacity. Water facilities to be covered under this solicitation include: potable water production-well, two steel storage tanks, packaged booster-pump station, hypochlorite injection system, approximately 300 services laterals and meters, and approximately 20 miles of small-diameter transmission and distribution piping.

The City's sanitation Division operates and maintains a sanitary landfill facility which includes a scalehouse, materials recovery facility, and waste transfer facility.

The Streets Division operates and maintains approximately 310 centerline-miles of roadway, 20 traffic signals, storm-drainage piping and culverts, and numerous retention basins and drywells for the capture and disposal of storm runoff.

2.1 Character of Workers

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity, with respect to the general public and all City personnel and property as may be necessary while fulfilling the daily assignments.

The City reserves the right to require the Contractor to remove any employee from the work area whom the City has deemed incompetent, careless, insubordinate, or whose continued employment on the work site is deemed by the City to be contrary to the public interest.

It is the responsibility of the Contractor to maintain all work areas to provide neat, clean and safe conditions during and upon completion of the required task.

The Contractor must exercise caution at all times for the protection of persons and property. Safety provisions for all applicable laws and ordinances shall be strictly observed. The Contract Administrator or representative may require the Contractor to discontinue potentially hazardous work practices upon notice.

2.2 Contact Information

Contractors selected shall be required to provide a single primary point of contact with responsible charge in negotiating and accepting work on behalf of the contractor. A valid email address and contact number shall be provided to the City for this person.

The Contractor shall also provide a minimum of two emergency contact numbers for work required to be performed on an emergency basis outside of normal working hours.

2.3 Response Timeframes

Work to be performed on a non-emergency basis shall be in accordance with the timeframes as negotiated and agreed to by the City, and shall be documented in work directive to be issued by the City.

The contractor shall be required to respond to emergency work within two hours of receiving notification from the City. Confirmation shall be provided to the City of the Contractor's intent to respond prior to mobilization of crews.

2.4 Materials

All materials to be provided by the Contractor shall be acceptable to the City, and be of new manufacture and free of defects. Costs for materials shall be as negotiated by the

City. The City reserves the right to procure and supply any and all material for installation prior to execution of work directive.

SECTION 3: SUBMITTAL REQUIREMENTS

Contractors will be selected through a qualifications-based selection process. Contractors interested in providing services must submit a Statement of Qualifications (SOQ) that meets the criteria set forth in this section. Information included in the SOQ response may 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.

Interested Contractors are to submit a detailed SOQ providing information on: capabilities, experience, staff, and past projects performed. The SOQ shall also contain a minimum of three (3) client references and their contact information. Submittal package must contain signed and completed copies of each of the forms contained in Appendix "C," packages submitted without these documents shall be deemed unresponsive, shall not be considered, and will be discarded.

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.

Address and Submittal deadline information:

TITLE:	PUBLIC WORKS ON-CALL MAINTENANCE & REPAIR SERVICES
SUBMITTAL DUE DATE:	FRIDAY, NOVEMBER 15, 2013 TIME: 2:00 PM
SUBMIT TO:	Office of the City Clerk City of Casa Grande 510 E. Florence Boulevard Casa Grande, AZ 85122

SECTION 4: GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

4.1 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. "Project 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.
- G. "Solicitation" means an invitation for bids (IFB), a request for submittals (RFP), a request for quotations (RFQ) or a request for statement of qualifications (SOQ).

4.2 Preparation of Submittal

- A. Copies of Submittal: To be considered responsive, three (3) copies of the SOQ must be submitted in a sealed envelope or box with the SOQ Description 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 provided either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation must be legible and contain the same information requested on the form. A facsimile, telegraphic, or mailgram submittal will be rejected.
- C. 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.

- D. Amendments: Each solicitation amendment, if any, shall be signed with an original signature by the person signing the submittal, and must 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.
- E. 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.
- F. 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 must 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.
- G. 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.
- H. 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.
- I. 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 deliver the submittal to the appropriate location
 - Failure to provide complete, signed copies of required forms
- 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.
- J. City Rights: The City of Casa Grande reserves the right to reject any or all Submittals, 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.

4.3 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. The submitter may not contact or direct inquiries concerning this solicitation to any other employee. All Contractors interested in this project (including the Contractors employees, representatives, agents, lobbyists, attorneys, and subcontractors) 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 Contractors, assure that contract decisions are made in public and to protect the integrity of the selection process. **The Project Manager/Contact Person for this Solicitation shall be:**

Terrence S. McKeon, PE
Civil Engineer
3181 N Lear Ave.
Casa Grande, AZ 85122
520-421-8625
tmckeon@casagrandeaz.gov

- B. Submission of Inquires. **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 must be submitted at least **ten (10) 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 their inquiries.

4.4 Cost of Submittal Preparation

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

4.5 Certifications, Disclosure, and Disqualification

- A. Non-collusion, Employment, and Services. By signing the Submittal form, or other official contract form, the submitter certifies that:

- i) They did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its submittal; and
 - ii) They do 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 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 will be rejected.

4.6 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 Contract Administrator 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. Contracting. Each Contractor or Firm selected shall be required to sign and execute a standard City of Casa Grande form of Contract, and conform to all requirements contained therein. This Contract shall not be a guarantee or promise of work; the execution of Contracts shall enable the City to direct work in an expeditious manner when required. A sample of such contract is included with this solicitation.
- 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.

4.7 Protests

Pursuant to Section 3.04.170 of the Casa Grande City Code, all protests shall be in writing and be filed with the City Clerk 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.

4.8 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.

4.9 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.

APPENDIX “A”

SERVICE CATEGORIES

Services will be provided on an as needed basis through a task-order process. The process will consist of the City contacting the Contractor and requesting proposal(s) for services related to an individual project. The Contractor will then prepare a detailed scope and budget for each individual Task Order. Scope and Fee for each task-order will be agreed upon between the City Representative and the Contractor prior to proceeding with required services.

All work to be performed under the On-Call program will be coordinated by the City's Project Manager (PM). For each project or task to be performed, the PM will select Contractor(s) from the list as appropriate and request a Scope & Fee proposal. Proposals will be reviewed and negotiated by the PM. Solicitation of proposal shall not be construed as a guarantee that the work will be assigned. The City reserves the right to reject any proposal. Contractor may **NOT** begin work on any job until a detailed scope and fee proposal has been submitted and approved by the Project Manager or his authorized representative. Payment for any work not authorized by the Project Manager or his authorized representative will not be made by the City of Casa Grande.

GENERAL CIVIL CONSTRUCTION/REPAIRS

Work anticipated to be performed under this category includes repairs to both above-ground and underground piping systems. Work may include removal & replacement of AC paving, concrete, etc. as may be necessary.

Tasks may include work such as the following: Repairs of water mains (up to 16” in diameter); repair of sewer pipelines (up to 48” in diameter); repair/replacement of various water valves; repair/reconstruction of sewer manholes; other related tasks as necessary.

ELECTRICAL

Work anticipated to be performed under this category includes troubleshooting, repair, replacement, and minor construction of electrical conduits, conductors, panels; other related tasks as necessary.

Tasks may include work such as the following: Testing, troubleshooting and repairs of general electrical system; troubleshooting and repairs of various Motor Control Centers; troubleshooting, repairs, replacement, and upgrades of distribution panels; troubleshooting, repairs, replacement, and upgrades of control panels; other related tasks as necessary.

INSTRUMENTATION AND CONTROLS

Work anticipated to be performed under this category includes troubleshooting, repair, replacement, calibration, modification, and minor installation of electrical conduits, conductors, devices, instruments, and programming. Work may also encompass radio-telemetry system repairs, modifications and installations.

Tasks may include work such as the following: Testing, integration, troubleshooting and repairs of instrumentation and controls systems; installation, calibration and repair of various instruments and devices; installation, modification, repairs of PLCs; programming of PLCs using RSLogix 5000; Programming of SCADA using Wonderware; other related tasks as necessary.

MECHANICAL SERVICES

Work anticipated to be performed under this category includes service and repair of mechanical process equipment such as: Belt Filter Presses; Sludge Thickeners; skimmers; blowers; various gates and weirs for fluid control; and various mixers used in fluid processes. Work anticipated also includes services required to maintain or repair components of the material recovery equipment and baler at the landfill facility.

PUMPS AND MOTORS

Work anticipated to be performed under this category includes service and repair of various pumps and motors. Services are to include both field services and shop services. Pumps may be water or wastewater service pumps.

Tasks may include work such as the following: Troubleshoot, and repair various pumps and motors including: vertical turbine pumping units; submersible motors and pumps; suction lift, positive displacement, and centrifugal pumps; other related tasks as necessary.

WATER- WELL SERVICES

Work anticipated to be performed under this category shall cover various production and monitoring wells owned and operated by the City. Services which may be required include pump removal and installation, downhole video services, well cleaning, well development, well sampling.

Tasks may include work such as the following: Installation and removal of well pumping units (vertical lineshaft and submersible); downhole video logging; well development; well repairs; well cleaning; well sampling; other related tasks as necessary.

CONCRETE AND MASONRY

Work anticipated to be performed under this category include: repairs, replacement, and minor construction of various concrete and masonry structures and appurtenances; other related tasks as necessary.

TANK CLEANING AND REPAIRS

Work anticipated to be performed under this category includes: inspection, cleaning, and repairs to existing steel and concrete tanks. Tanks to be covered under this category include various potable and wastewater service facilities.

Tasks may include work such as the following: services to steel potable water storage tanks; services for concrete tanks such as digesters, aeration basins, clarifiers; other related tasks as necessary.

TRAFFIC SIGNAL MAINTENANCE AND REPAIRS

Work anticipated to be performed under this category includes: inspection, troubleshooting, and repairs to existing traffic signal systems.

Tasks may include work such as the following: troubleshooting, repair, replacement of wiring, cabinets, and signal-heads; repair or replacement of poles, and pedestals; other related tasks as necessary.

CONTROL OF DUST AND WEEDS

Work anticipated to be performed under this category includes application of surfactant to unpaved roadways for dust control; application of herbicide and pre-emergent products; other related tasks as necessary. Products to be supplied by the contractor under this category shall be required to meet all applicable environmental regulations before application.

CLEANING OF PIPE, CULVERTS, DRYWELLS

Work anticipated to be performed under this category includes: Drywell inspection, maintenance, and cleaning; cleaning of storm-drain basins and pipelines; cleaning of retention basins

WATER METER SERVICES

Work anticipated to be performed under this category includes the following services in support of service to approximately 297 water customers: Meter reading services; meter turn-on and turn-off services on a call-out basis; meter change-out services

GROUNDS KEEPING SERVICES

Work anticipated to be performed under this category includes the following services on an as-needed basis: maintenance of landscaping in roadway medians, mowing of sod-areas within retention basins at the WRF, Tree Trimming, fertilization, maintenance and repairs of irrigation system and controllers at various locations.

CLEANING OF SANITARY SEWER PIPE AND MANHOLES

Work anticipated to be performed under this category includes: cleaning, root cutting, video-inspection (CCTV), electronic inspection, leak detection, manhole repair and coating services.

TRAFFIC CONTROL

Work anticipated to be performed under this category includes: provide traffic control plans and setups per MUTCD as needed.

FENCING AND GATES

Work anticipated to be performed under this category includes: installation, repair, replacement of chain-link fencing; installation, maintenance, repair of motorized gate openers and controls, etc.

APPENDIX B

SAMPLE CONTRACT FORM

Sample Contract

City of Casa Grande

and

Agreement

I. INTRODUCTION

This Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Casa Grande, Arizona, a municipal corporation (hereinafter referred to as the "City") and _____, a _____ corporation (hereinafter referred to as "Bidder").

II. EFFECTIVE DATE

This Agreement shall be effective as of the date that the last representative for the parties executes this Agreement.

III. RECITALS

A. WHEREAS, the City issued a Request for Bids for _____;
and

B. WHEREAS, Bidder was the lowest responsible bidder which responded to the City's Request for Bids; and

C. WHEREAS, the Casa Grande City Council has, by Ordinance/Resolution No. _____, accepted the Bidder's response and authorized the execution of a contract with the Bidder in accordance with the bid response;

NOW, THEREFORE; in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

IV. TERMS AND CONDITIONS

Within _____ days from the issuance of the City's Purchase Order, the Bidder hereby agrees to provide and deliver _____, as specified in and in compliance with all terms of the City's Request for Bids attached hereto as Exhibit 1 and incorporated herein by this reference) and the Bidder's Response thereto (attached hereto as Exhibit 2 and incorporated herein by this reference) at the cost of \$_____, including any applicable sales taxes.

The Bidder shall indemnify and hold the City, its successors and assigns, harmless from and against all claims and all costs, expenses (including reasonable attorney's fees) and liabilities incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of the death of, or any accident, loss, injury or damage whatsoever to, any person, or to the property of any person, occurring on or about the provision and/or delivery of a _____, and caused by, due to and/or arising from the acts or omissions of the Bidder, its successors, assigns, agents, employees, invitees or licensees.

The Bidder agrees to provide evidence of any performance bond or payment bond if specified in the City's Request for Bids within the time period specified therein.

The Bidder agrees to provide, to City Clerk's Office at the City's address in Subsection V(Q), evidence of any liability insurance required in the City's Request for Bids within the time period specified therein.

4.10

4.11 General provisions

Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the parties hereby confirm the accuracy thereof.

Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between or among the parties, and it shall be construed strictly in accordance with its terms.

Mandatory Signature. This Agreement shall become binding on and enforceable against the City of Casa Grande only after acceptance by the Casa Grande City Council and execution by the Casa Grande City Manager whether or not contract negotiations were conducted by the City Manager or any other agent of the City of Casa Grande.

Integration. This contract, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supercedes all prior and contemporaneous agreements, representations and understandings of the parties, oral or written. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both parties.

Equal Treatment of Parties in Interpretation of Agreement. This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

Construction. Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

Additional Acts and Documents. Each party to this Agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

Authority to Bind Party. The individuals executing this Agreement on behalf of each party represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective parties.

Waiver Not Implied. No waiver by either party of any portion of this Agreement or any breach by either party shall constitute a waiver of any other provision, whether or not similar, or of any subsequent breach of the same or any similar provision. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Each party specifically waives notice of default and right to cure said default unless specifically provided for in this Agreement.

Timely Performance. Time is of the essence for the performance of all conditions and obligations under this Agreement.

Governing Law/Choice of Forum. This Agreement and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

Prevailing Party's Costs. The parties agree in the event of a breach of this contract, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney's fees incurred because of the breach, whether a lawsuit is instituted or not.

Severability. If any provision of this Agreement is declared void and unenforceable, such provision shall be deemed severed from this Agreement which shall otherwise remain in full force

and effect. Further, if any such provision may be reduced and/or narrowed in scope or the like, such provision shall be reduced, narrowed, and/or the like, and so enforced. The same shall apply to any portion of any provision.

Prohibition on Assignment. The Bidder agrees it will not transfer or assign any obligations, duties, rights or benefits under this contract to any person or entity without express written permission of the City. Permission of City may be withheld with or without cause.

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

E-verify requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Bidder 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 ARIZ. REV. STAT. § 23-214(A). The Bidder'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 the City. The Bidder 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. The City retains the legal right to randomly inspect the papers and records of the Bidder and its subcontractors who work on the Agreement to ensure that the Bidder and its subcontractors are complying with the above-mentioned warranty. The Bidder and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Bidder and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Compliance with A.R.S. §35-391.06 and 35-393.06. Bidder, and his/her firm, certifies that it does not have, nor will it for the duration of this contract have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391.06 and 35-393.06.

Notices. All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designated and acknowledged in writing.

City of Casa Grande
ATTN: Office of City Clerk
510 East Florence Boulevard
Casa Grande, Arizona 85122

ATTN: _____

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

CITY OF CASA GRANDE, an
Arizona municipal corporation

James V. Thompson, City Manager

Date: _____, 2013.

ATTEST:

Remilie S. Miller, City Clerk MMC

APPROVED AS TO FORM:

Brett D. Wallace, City Attorney

typed name of signatory:
signatory's title
Date: _____, 2013.

State of Arizona)
) ss
County of Pinal)

**City Manager
Acknowledgment**

On this ____ day of _____, 2013, James V. Thompson who acknowledged himself to be the Casa Grande City Manager personally appeared before the undersigned and that he, as such City Manager, being authorized to do so, executed the Agreement between Bidder 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 name.

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

Notary Public

My commission expires: _____

State of Arizona)
) ss
County of _____)

Acknowledgment

On this ____ day of _____, 2013, _____ personally appeared before the undersigned and acknowledged himself/herself to be the _____ of _____ being authorized so to do, executed the Agreement between Bidder and the City (identified in City of Casa Grande records as C. G. Contract No. _____) in the capacity therein stated and for the purposed therein contained by signing his/her name.

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

Notary Public

My commission expires: _____

APPENDIX “C”

REQUIRED FORMS

THESE FORMS MUST BE SIGNED AND RETURNED WITH SUBMITTAL

SUBMITTAL ACKNOWLEDGMENT

To the City of Casa Grande:

The undersigned hereby submits and agrees to furnish services 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 **Sample** Contract

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

EMAIL for CONTACT PERSON: _____

AUTHORIZED COMPANY SIGNATURE AND TITLE: _____

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: _____

SUBMITTAL CATEGORIES

Contractor/Firm Name: _____

Check Each Category/Task for which consideration is sought:

GENERAL CIVIL CONSTRUCTION/REPAIRS

- General water-main repairs
- General sewer-main repairs
- Manhole repairs
- Water valve repair/replacement

ELECTRICAL

- General electrical system services
- Motor Control Center services & repair
- Control panel services

INSTRUMENTATION AND CONTROLS

- PLC troubleshooting and repairs
- PLC Programming
- SCADA Programming
- Troubleshoot and repair controls systems
- Instrumentation calibration
- Integration

MECHANICAL SERVICES

- Service and repair various valves, gates, etc.
- Process equipment service and repair
- Service and repair of mixers
- Service and repair of landfill process components

PUMPS AND MOTORS

- Services for vertical turbine pumping units
- Services for submersible pumping units
- Motor repair services
- Services for various suction-lift pumping units

WATER- WELL SERVICES

- Installation / removal of vertical lineshaft pumping units
- Installation / removal of submersible pumping units
- Downhole video-logging services
- Well development
- Well rehabilitation
- Well sampling

Contractor/Firm Name: _____

Check Each Category/Task for which consideration is sought:

CONCRETE AND MASONRY

- General concrete repairs, replacement, minor construction
- Special Inspections
- General masonry repairs, replacement, minor construction

TANK CLEANING AND REPAIRS

- Services for steel potable water storage tanks
- Services for cleaning, inspection, and repair of concrete digesters
- Services for cleaning, inspection, and repair of concrete aeration basins
- Services for cleaning, inspection, and repair of concrete clarifiers

TRAFFIC SIGNAL MAINTENANCE AND REPAIRS

- Inspection
- Troubleshooting and Repair of wiring, cabinets, etc.
- Replacement / repair of poles, pedestals, bases

DUST AND WEED CONTROL

- Surfactant application
- Herbicide application

CLEANING OF PIPE, CULVERTS, DRYWELLS

- Pipe cleaning (storm-drains)
- Culvert cleaning/debris removal
- Retention-basin cleaning/Maintenance
- Drywell cleaning/Maintenance

WATER METER SERVICES

- Meter Reading
- Meter turn-on and turn-off services
- Meter change-out services

GROUNDSKEEPING SERVICES

- Median Landscape Maintenance
- Mowing of Basins
- Tree Trimming
- Irrigation System Maintenance and Repairs

CLEANING OF SANITARY SEWER PIPE AND MANHOLES

- Sewer Cleaning
- Root Cutting
- Video Inspection
- Electronic Inspection

- Electronic Inspection
- Leak Detection

TRAFFIC CONTROL

- Traffic Control Plans
- Traffic Control Setups

FENCING AND GATES

- Install, repair, replace Chain-link Fencing
- Install, maintain, repair motorized Gate Operators and Controls