

CITY OF CASA GRANDE, ARIZONA

NOTICE OF BID

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

PAVEMENT STRIPING MAINTENANCE

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

All bids must be submitted by **September 29, 2015 at 1:30 p.m.**, City time to the City Clerk, Remilie S. Miller, and 510 East Florence Boulevard, Casa Grande, Arizona 85122. The bid opening will take place on **September 29, 2015 at 1:30 p.m.**, Main Conference Room (2nd Floor), 510 E. Florence Boulevard, Casa Grande.

Bids must be addressed to:

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

The envelope must be boldly marked:

**BID ON PAVEMENT STRIPING MAINTENANCE FOR THE CITY OF CASA GRANDE
BID OPENING: SEPTEMBER 29, 2015, AT 1:30 PM**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the 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

INFORMATION TO BIDDERS

I. SECURING BID DOCUMENTS

Specifications and other bid document forms are available at the City Clerk's Office:

Remilie S. Miller, MMC
City Clerk
City of Casa Grande
510 E. Florence Blvd.
Casa Grande, Arizona 85122
(520) 421-8600

II. ADDITIONAL INFORMATION

Duane Eitel
Traffic Engineer
City of Casa Grande
3181 N Lear Ave.
Casa Grande, AZ 85122
(520) 421-8625
Extension 3300

Pedro Apodaca
Street Superintendent
City of Casa Grande
3181 N Lear Ave.
Casa Grande, AZ 85122
(520) 421-8625
Extension 4840

III. CONTENT OF BID

The Bid package should contain the following:

- * Call for Bids Notice
- * Information to Bidders
- * General Information/Bid Specifications
- * Bid Form
- * Check List (If applicable)
- * Certification of Bid

IV. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies in or omissions from the specifications, the bidder may submit to the City Clerk, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the Department, and a copy of such Addendum will be mailed or delivered to each person who received a Bid Packet. All Addendums will be forwarded to the City Clerk's Office to be included in the Original Bid Packet. The Department will not be responsible for any other explanation or interpretation of the Request for Bids.

V. ANY ADDENDUMS OR BULLETINS

Any addendums or bulletins issued by the Engineering Department during the time of bidding or forming a part of the documents provided to the bidder for the preparation of the bid shall be covered in the bid and shall be made part of the contract. No addendums will be issued five (5) days prior to the bid opening.

VI. WITHDRAWAL OF BIDS

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

VII. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of these guidelines. The bidder shall be responsible for costs incurred in the proposal preparation and delivery.

VIII. SCHEDULE

The following schedule is planned:

Call For Bid:	September 9, 2015
Mail Request For Bids:	September 9, 2015
Last Date to Submit Bids:	September 29, 2015 at 1:30 p.m.
Bid Opening:	September 29, 2015 at 1:30 p.m.
Bid Review:	October 12, 2015
Bid Award:	December 16, 2015

IX. EVALUATION PROCESS

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

Finalists will be selected from the remaining bidders.

The City will perform whatever research it deems necessary into the bidder's history, financial viability and references. The bidder shall cooperate with the Engineering Department by providing appropriate information.

X. EVALUATION CRITERIA

The primary evaluation criteria shall be the overall benefit/cost as perceived by the Engineering Department, rather than cost only.

The Engineering Department shall consider many factors, including the following (which are not in any specific sequence):

- * Responsiveness to the needs of the Engineering Department
- * Bidder's qualifications
- * Quality of Product
- * Quoted price
- * Project References

XI. MULTIPLE BIDS

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

XII. REQUIREMENTS

The City has established certain requirements as specified in the General Requirement/Bid Specifications. None of these requirements are designed to give any bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to bid even if the bid does not meet the requirements as stated. However, the bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City's determination that a deviation is not material does not excuse the bidder from full compliance with other specifications if he is awarded the contract.

XIII. METHOD OF PAYMENT

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

XIV. DELIVERY OF PRODUCT/COMPLETION OF WORK

Upon receiving Notice of Proceed, the Bidder shall complete the Pavement Striping Maintenance within 21 days. At other times during the life of the contract, the bidder shall complete additional Pavement Striping Maintenance as requested by the Traffic Engineer within 21 days of each request.

XV. EXECUTION OF AGREEMENT

Successful bidder will be required to enter into a formal agreement that is consistent with the bid package outlined within. The bidder to whom the Contract is awarded by the City shall within 15 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies. **(Sample of Agreement attached in bid packet – specifics may change to comply with bid specifications)**

XVI. MISCELLANEOUS INFORMATION

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

SPECIAL PROVISIONS

1. GENERAL

The work consists of pavement striping of City streets, including but not limited to center-line (double and skip), edge lines, turn lanes, crosswalks, stop bars, arrows, parking stalls, pavement symbols and railroad crossings. The pavement shall be swept and cleaned by the contractor prior to the placement of striping.

2. COMPLETION TIME

The Contract shall have a duration of one (1) year from the day the contractor receives the Notice to Proceed, with an option to renew the Contract for two (2) additional one (1) year periods at the City's discretion (see "Option to Renew" form). A portion of the striping work under this contract will be done immediately after the Notice to Proceed. The Contractor shall have 21 days to complete this initial portion of the work after the Notice to Proceed. Additional work will be requested by the Traffic Engineer at different periods of time during the life of the contract (minimum amount \$2000). The Contractor shall complete this additional work within 21 days of the request by the Traffic Engineer.

3. SPECIFICATIONS AND DETAILS

All construction shall conform to the Uniform Standard Specifications and Details for Public Works Construction, distributed by the Maricopa Association of Governments. The purpose of these Special Provisions and Technical Provisions is to amplify certain sections of the M.A.G. Specifications. In the event of a conflict between the M.A.G. Specifications and these Special and Technical Provisions, the Special and Technical Provisions shall prevail. The marking configurations and temporary traffic control shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), as amended by A.R.S.

4. PROPOSALS

Proposals shall be made in accordance with the following instructions:

Before submitting a bid, prospective bidders shall carefully examine the Specifications, Special Provisions, and the other Bid Documents. Bidders are encouraged to visit the project site and familiarize themselves with the existing site conditions and limitations. The bid submittal shall include sums covering the cost of each item included in the Contract.

No bid will be considered unless it is made upon the Proposal forms contained in and submitted with this booklet of Contract Documents. All items shall be filled out, with all signatures written out in long-hand. The completed forms shall govern. Bids shall not contain recapitulations of the work to be done. Alternative proposals will not be considered unless called for. No oral, faxed, or telephone proposals or modifications will be considered.

Bids shall be delivered to the office of the City Clerk at the City of Casa Grande, Arizona on or before the day and hour set for the opening of bids in the Advertisement for Proposals as published. Bids shall be enclosed in a sealed envelope bearing the title: "BID ON PAVEMENT STRIPING MAINTENANCE FOR THE CITY OF CASA GRANDE" and the name of the bidders. It is the sole responsibility of the bidder to see that his bid is received on time. Any bids received after 1:30 PM on September 29, 2015 will be returned to the bidder unopened.

5. CONTRACT AND BOND

The Contract shall be executed in three (3) original counterparts. The Contractor shall execute the Contract within the time limits given in the contract unless advised of a later date by the City Clerk.

6. AWARD/REJECTION OF CONTRACT

The contract will be awarded to the lowest and/or best responsible bidder complying with these instructions, Notice of Bid, and A.R.S. Section 9-681. The City of Casa Grande reserves the right to accept or reject any or all bids, and to waive informalities.

7. PROGRESS OF WORK/DESIGNATED REPRESENTATIVE

The Contractor shall give the work their constant attention to facilitate the progress thereof and shall cooperate with the Engineer in every possible way. The Contractor shall designate a reliable and English-speaking Representative to be present at the work site at all times during the course of the work. This Designated Representative shall be authorized to receive orders from the Engineer and act on behalf of the Contractor.

8. HOLIDAYS AND NIGHT WORK

Work shall not be permitted on Holidays, Saturdays and Sundays unless authorized by the Traffic Engineer. Holidays are those observed by the City of Casa Grande. Night work is permitted between the hours of 5:00 PM and 7:00 AM.

9. METHOD OF PAYMENT

Payment for completed work will be paid only for items listed in the bid schedule and on formal change orders. All quantities listed in the bid schedule are approximate for bid purposes.

10. INSURANCE

POLICIES OF INSURANCE

At or prior to delivery of the signed Agreement, the Contractor shall deliver to the City the policies of insurance, certificates of insurance and additional insured endorsement with the following required insurance provisions and limits:

Workmen ' s Compensation	Statutory State Limits
Employers Liability Insurance	Statutory State Limits
Comprehensive General Liability	\$1,000,000 each person \$1,000,000 each accident
Property Damage Insurance	\$1,000,000 each person \$1,000,000 each accident
Comprehensive Automobile Liability	\$1,000,000 each person \$1,000,000 each accident
Protective Liability Insurance	\$1,000,000 each person \$1,000,000 each accident

Certificate holder shall read:

City of Casa Grande

510 E. Florence Blvd

Casa Grande, AZ 85122

The City of Casa Grande shall also be named as additional insured for all the work performed by the contractor or any sub-contractor used. The contractor shall provide a copy of the additional insured endorsement showing the City is listed along with the Certificate of Insurance. The contractor assumes all liability for any accident or damages caused to others while under their care and control and hold the City of Casa Grande harmless.

Failure or refusal to furnish insurance policies, certificates or endorsement in a form satisfactory to the Owner shall subject the bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

Technical Provisions

1. The paint shall be latex type water-based paint conforming to Arizona Department of Transportation (ADOT). The color of the traffic paint will be either yellow or white. Reflective glass beads will be mixed with the paint prior to or during application.
2. The paint shall be applied at a minimum (wet film) thickness of 15 mils. The glass beads shall be applied at a minimum rate of six pounds per gallon (6 lbs./gal.)
3. Thermoplastic traffic markings shall be applied at a minimum thickness of 60 mils. All thermoplastic markings shall meet the standard specifications for thermoplastic markings conforming to ADOT specifications.
4. Project streets shall be cleaned prior to the application of paint and glass beads, or thermoplastic. All mud, dirt, sand and debris shall be removed prior to striping.
5. All striping and temporary traffic control shall be in accordance with the latest revision of the MUTCD as amended under ARS. In the event that lines are allowed a width range by the MUTCD, the Engineer shall determine the required line width.

BID FORM
PAVEMENT STRIPING MAINTENANCE BID SCHEDULE

<i>Item Number</i>	<i>Item Description</i>	<i>Approximate Quantity (for bid purposes only)</i>	<i>Unit</i>	<i>Unit Price*</i>	<i>Extended Amount \$</i>
1	Re-Striping, water borne paint (No Layout Required) Roadway Striping w/beads (Long Line), White 6 inch	35,721	LF		
2	Re-Striping, water borne paint (No Layout Required) Roadway Striping w/beads (Long Line), Yellow 6 inch	23,395	LF		
3	Re-Striping, Water Borne Paint (No Layout Required), (long line), Storage line white (8") w/beads	1,270	LF		
4	Re-Striping, Water Borne Paint (No Layout Required), Intersection Striping, Crosswalk (12"), White or Yellow w/beads	312	LF		
5	Re-Striping, Water Borne Paint (No Layout Required), Intersection Striping, Stop Bar White (12"), w/beads	197	LF		
6	Re-Striping, Water Borne Paint (No Layout Required), Intersection Striping, Islands (8"), w/beads	200	LF		
7	Re-Striping, Water Borne Paint (No Layout Required), Intersection Striping, Arrows White (LT, RT, ST)	20	EA		
8	Re-Striping, Water Borne Paint (No Layout Required), Railroad Pavement Markings, Stop Bar White (24") w/ beads	48	LF		
9	Re-Striping, Water Borne Paint (No Layout Required), Railroad Pavement Markings, "X"ing Pavement Markings (16") White w/ beads	2	EA		
10	Re-Striping, Water Borne Paint (No Layout Required), Railroad Pavement Markings, "R,R" Pavement Marking (16") White w/ beads	2	EA		
11	Re-Striping, Water Borne Paint (No Layout Required), Pavement Wordings, All Letters and or numbers White w/ beads	36	EA		
12	Re-Striping, Water Borne Paint (No Layout Required), Pavement Symbols (Bicycle Lane Symbol)	10	EA		

13	Re-Striping, Hot Thermoplastic (No Layout Required) Roadway Striping w/beads (Long Line), White 6 inch	95,071	LF		
14	Re-Striping, Hot Thermoplastic (No Layout Required) Roadway Striping w/beads (Long Line), Yellow 6 inch	96,342	LF		
15	Re-Striping, Hot Thermoplastic (No Layout Required), (long line), Storage line white (8") w/beads	9,794	LF		
16	Re-Striping, Hot Thermoplastic (No Layout Required), Intersection Striping, Crosswalk (12"), White or Yellow w/beads	6,108	LF		
17	Re-Striping, Hot Thermoplastic (No Layout Required), Intersection Striping, Stop Bar White (12"), w/beads	1,740	LF		
18	Re-Striping, Hot Thermoplastic (No Layout Required), Intersection Striping, Islands (8"), w/beads	3,130	LF		
19	Re-Striping, Hot Thermoplastic (No Layout Required), Intersection Striping, Arrows White (LT, RT, ST)	180	EA		
20	Re-Striping, Hot Thermoplastic (No Layout Required), Railroad Pavement Markings, Stop Bar White (24") w/ beads	48	LF		
21	Re-Striping, Hot Thermoplastic (No Layout Required), Railroad Pavement Markings, "X"ing Pavement Markings (16") White w/ beads	2	EA		
22	Re-Striping, Hot Thermoplastic (No Layout Required), Railroad Pavement Markings, "R,R" Pavement Marking (16") White w/ beads	2	EA		
23	Re-Striping, Hot Thermoplastic (No Layout Required), Pavement Wording, All Letters and or numbers White w/ beads	244	EA		
24	Re-Striping, Hot Thermoplastic (No Layout Required), Pavement Symbols (Bicycle Lane Symbol)	80	EA		
25	Installation of Raised Pavement Markers	1,000	EA		
26	Removal of Existing Pavement Markings	1,000	LF		
27	Removal of Existing Tape/Cold Thermoplastic Pavement Markings	1,000	LF		

28	Removal of Hot Sprayed Thermoplastic Pavement Markings/Markers	1,000	LF		
29	Re-Striping, water borne paint (Layout Required) Roadway Striping w/beads (Long Line), White 6 inch	9,401	LF		
30	Re-Striping, water borne paint (Layout Required) Roadway Striping w/beads (Long Line), Yellow 6 inch	10,531	LF		
31	Re-Striping, Water Borne Paint (Layout Required), (long line), Storage line white (8") w/beads	800	LF		
32	Re-Striping, Water Borne Paint (Layout Required), Intersection Striping, Crosswalk (12"), White or Yellow w/beads	200	LF		
33	Re-Striping, Water Borne Paint (Layout Required), Intersection Striping, Stop Bar White (12"), w/beads	200	LF		
34	Re-Striping, Water Borne Paint (Layout Required), Intersection Striping, Islands (8"), w/beads	3,000	LF		
35	Re-Striping, Water Borne Paint (Layout Required), Intersection Striping, Arrows White (LT, RT, ST)	20	EA		
36	Re-Striping, Water Borne Paint (Layout Required), Railroad Pavement Markings, Stop Bar White (24") w/ beads	48	LF		
37	Re-Striping, Water Borne Paint (Layout Required), Railroad Pavement Markings, "X"ing Pavement Markings (16") White w/ beads	2	EA		
38	Re-Striping, Water Borne Paint (Layout Required), Railroad Pavement Markings, "R,R" Pavement Marking (16") White w/ beads	2	EA		
39	Re-Striping, Water Borne Paint (Layout Required), Pavement Wording, All Letters and or numbers White w/ beads	20	EA		
40	Re-Striping, Water Borne Paint (Layout Required), Pavement Symbols (Bicycle Lane Symbol)	20	EA		
41	Re-Striping, Hot Thermoplastic (Layout Required) Roadway Striping w/beads (Long Line), White 6 inch	9,401	LF		

42	Re-Striping, Hot Thermoplastic (Layout Required) Roadway Striping w/beads (Long Line), Yellow 6 inch	10,531	LF		
43	Re-Striping, Hot Thermoplastic (Layout Required), (long line), Storage line white (8") w/beads	800	LF		
44	Re-Striping, Hot Thermoplastic (Layout Required), Intersection Striping, Crosswalk (12"), White or Yellow w/beads	200	LF		
45	Re-Striping, Hot Thermoplastic (Layout Required), Intersection Striping, Stop Bar White (12"), w/beads	200	LF		
46	Re-Striping, Hot Thermoplastic (Layout Required), Intersection Striping, Islands (8"), w/beads	3,000	LF		
47	Re-Striping, Hot Thermoplastic (Layout Required), Intersection Striping, Arrows White (LT, RT, ST)	20	EA		
48	Re-Striping, Hot Thermoplastic (Layout Required), Railroad Pavement Markings, Stop Bar White (24") w/ beads	48	LF		
49	Re-Striping, Hot Thermoplastic (Layout Required), Railroad Pavement Markings, "X"ing Pavement Markings (16") White w/ beads	2	EA		
50	Re-Striping, Hot Thermoplastic (Layout Required), Railroad Pavement Markings, "R,R" Pavement Marking (16") White w/ beads	2	EA		
51	Re-Striping, Hot Thermoplastic (Layout Required), Pavement Wordings, All Letters and or numbers White w/ beads	20	EA		
52	Re-Striping, Hot Thermoplastic (Layout Required), Pavement Symbols (Bicycle Lane Symbol)	20	EA		
	FOB Destination/Unloaded; Cost of Freight should be included in unit price. Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.				TOTAL BID

* Note that Mobilization, Traffic Control, Sweeping, Debris Removal and Dirt Removal are all incidental to the bid item quantities.

Option to Renew Form

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

If prices are not firm for the additional years, provide a percentage increase for the Contract Bid Items in the paragraph below.

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

PRICE INCREASE FOR THE FIRST OPTION YEAR = _____%

PRICE INCREASE FOR THE SECOND OPTION YEAR = _____%

Contractor Availability

In compliance with the above, the undersigned offers and agrees to furnish any and all of the items or services enumerated and upon which prices are quoted at the unit price set opposite each item, delivered within the time specified. The unit price set opposite each item shall be increased by the percentage noted above during each Option Year, should the City elect to extend the contract into the two (2) additional one (1) year periods. The Contractor will not be asked to do less than \$2000 worth of Pavement Striping Maintenance during any single work request by the Traffic Engineer for the life of the Contract. All work requests made by the Traffic Engineer will be specified, and the Contractor shall be given twenty-one (21) days to complete each work request.

Funding Availability

The bidder agrees that each contract year is subject to the availability of funds as approved by the City Council. In the event that funding is not appropriated, the Contract will expire at no additional cost to either party. In addition, the City reserves the right to decline its Option to Renew the Contract for Two (2) additional One (1) year periods for each fiscal year covered by this bid.

CERTIFICATION OF BID

FOR

PAVEMENT STRIPING MAINTENANCE

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

Corporate Name

Address

City, State, and Zip

Type of Entity

State of Incorporation

Phone Number

Casa Grande Business
License Number (if Applicable)

Signature of Authorized Officer

Print Name of Authorized Officer

Title of Authorized Signatory

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

A. 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.

B. 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.

C. 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.

D. 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.

V. GENERAL PROVISIONS

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

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

K. 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.

L. 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.

M. 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.

N. 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.

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

P. 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.

Q. 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.

R. 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 Manager
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: _____, 2015.

ATTEST:

Remilie S. Miller, City Clerk MMC

APPROVED AS TO FORM:

Brett D. Wallace, City Attorney

typed name of signatory:
signatory's title

Date: _____, 2015.

State of Arizona)
) ss
County of Pinal)

**City Manager
Acknowledgment**

On this ____ day of _____, 2015, 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 _____, 2015, _____ 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: _____