

**CITY OF CASA GRANDE, ARIZONA**

**NOTICE OF BID**

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

**INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

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](http://www.casagrandeaz.gov).

All bids must be submitted by **Tuesday, March 25, 2014, at 1:30 P.M.**, City time to the City Clerk, Remilie S. Miller, 510 East Florence Boulevard, Casa Grande, Arizona 85122. The bid opening will take place on **Tuesday, March 25, 2014, 1:30 P.M.**, Main Conference Room (2<sup>nd</sup> Floor), 510 E. Florence Boulevard, Casa Grande.

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:  
INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT  
BID OPENING: TUESDAY, MARCH 25, 2014 AT 1:30 P.M.**

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 INVITATION FOR BIDS**

**For**

**INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

BID DUE DATE:	March 25, 2014 1:30 P.M. LOCAL AZ TIME
SUBMITTAL LOCATION:	City of Casa Grande Clerk's Office 510 East Florence Blvd. Casa Grande, AZ 85122
PRE-BID CONFERENCE DATE: TIME: LOCATION:	March 11, 2014 10:00 A.M. LOCAL AZ TIME Wastewater Reclamation Facility 1194 W. Kortsen Rd. Casa Grande, Arizona 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:

Clifton Sanders  
Sr. Wastewater Treatment Plant Operator  
(520) 421-8625 EXT. 4782

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CONTACTING THE CITY CLERK'S OFFICE.

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.

## INFORMATION TO BIDDERS

### INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT

#### I. SECURING BID DOCUMENTS

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

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

- B. The bid packet can be obtained by visiting our website at [www.casagrandeaz.gov](http://www.casagrandeaz.gov) or calling the City Clerk's Department (520) 421-8600.

#### II. ADDITIONAL INFORMATION

Clifton Sanders  
Sr. Wastewater Treatment Plant Operator  
City of Casa Grande  
510 E. Florence Blvd.  
Casa Grande, AZ 85122  
(520) 421-8625 Ext.4782  
csanders@casagrandeaz.gov

#### III. CONTENT OF BID

The Bid package must contain the following:

- \* Bid Form(s)
- \* Certification of Bid
- \* Bid Bond
- \* Affidavit of Non-collusion

#### 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 City, and a copy of such Addendum will be mailed or delivered to each person who received a Bid Packet. All addenda will be forwarded to the City Clerk's Office to be included in the Original Bid Packet. The City 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 City 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 closer than 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, but subject to change at the sole discretion of the City:

Call For Bid	February 19, 2014
Pre-Bid Conference	March 11, 2014
Bid Submittal Deadline	March 25, 2014 1:30 PM
Bid Opening	March 25, 2014
Bid Review	March 25-28, 2014
Anticipated NTP	April 7, 2014

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 City's Engineer or his designated representative by providing appropriate information.

X. EVALUATION CRITERIA

The following elements, in addition to price, shall be given consideration in evaluating the qualifications of and degree of responsibility to be credited to the Bidder: (1) the ability, capacity and skill of the Bidder to perform the contract; (2) the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; and (3) whether the Bidder can perform the contract within the times specified.

Each Bidder shall demonstrate to the satisfaction of the City that the Bidder has sufficient qualifications to perform the work under this contract. The burden to demonstrate such

qualifications shall be on the Bidder. The Bidder must be licensed and registered as a Bidder in accordance with the laws of the State of Arizona (which is required in order for a Bidder to submit a bid hereunder). **Each Bidder must have successfully completed three (3) similar projects in the past 5 years and must submit the Contractor Experience/References.** The projects must have been performed satisfactorily and have been of like nature, magnitude and comparable difficulty.

Each Bidder shall be skilled and regularly engaged in the general class and type of work called for under this contract. It is the intention of the City to award this contract to a Bidder who furnishes satisfactory evidence of its key personnel's, and its proposed subcontractors, requisite experience and ability and of sufficient capital, facilities, and plant to enable prosecution of the work successfully and properly and within the time named in the contract.

#### XI. EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed work as to the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute, complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

#### XII. UNIT BID ITEMS

The preliminary opinion of quantities of work to be done as indicated by the unit bid items are approximate as shown in the Contract Documents, and are given as a basis for the comparison of bids. The City does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work at the unit or lump sum prices stated in the bid form. The Bidders shall not at any time after the submittal of their bids have any claim for damages as a result of the lowering of anticipated profits or the loss of profits because of any difference between the quantities of work actually done and those stated in the bidding sheets.

All work as set forth in the Contract Documents is to be accomplished. Bidder shall include in the bid item or items, of work, funds to allow for compensation for all work for which specific bid items are not provided.

#### XIII. DELIVERY OF PRODUCT/COMPLETION OF WORK

The Contractor shall complete all submittals within ten (10) calendar days of the notice to proceed. The Contractor shall have at least one (1) operating crew working on this project within ten (10) calendar days of the notice to proceed. **The work described herein must be complete within (90) calendar days of the notice to proceed.**

#### XIV. EXECUTION OF AGREEMENT

The 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 of said Agreement. (Sample of Agreement attached in bid packet – specifics may change to comply with bid specifications)

#### XV. 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 that are tendered sixty (60) days after the close of the City's fiscal year for work completed.
- C. The City is not responsible for any Bidder's, or their subcontractor's, errors or omissions.
- D. All bids submitted to the City are to remain firm for a minimum period of ninety (90) days from the date the bids are officially opened.
- E. The selected bid is not officially accepted until such time as the successful Bidder receives written notice of acceptance from the City Clerk.
- F. If the successful bidder conducts business inside the City Limits, then a business license number is required.
- G. Where the Bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and the legal signature of an officer authorized to bind the entity to a contract.

#### XVI. REJECTION OF THE BID

The City (Herein after, OWNER) reserves the right to reject any and all bids received.

## **GENERAL SPECIFICATIONS**

### **INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

#### **1. INTRODUCTION**

##### **I. GENERAL INFORMATION**

The City of Casa Grande is seeking qualified contractors to furnish and install 6 (six) baffles in the Industrial Pretreatment Aeration Lagoon located at the City of Casa Grande Water Reclamation Facility at 1194 W. Kortsen Road, Casa Grande, AZ.

##### **II. BACKGROUND**

The industrial pretreatment aeration lagoon is a fully mixed, compartmented aeration lagoon in which aerobic bacteria is present. The lagoon is compartmentalized by six approximately 12' X 30' Hypalon baffles. Four of the baffles have been completely removed from the lagoon, two existing baffles remain but also need to be removed and replaced.

##### **III. OBJECTIVE**

The intent of this project is to provide the services required to furnish and install Hypalon baffles in the Industrial Pretreatment Aeration Lagoon.

#### **2. PRE-BID CONFERENCE**

I. Perspective Bidders are invited to attend a mandatory pre-bid conference to be held on March 11, 2014 @ 10:00 A.M. Local Arizona Time, at the City of Casa Grande Water Reclamation Facility located at 1194 W. Kortsen Rd., Casa Grande, AZ 85122. The purpose of this conference will be to clarify the contents of this Invitation for Bid in order to prevent any misunderstanding of the City's position. Bidders will be allowed to perform inspection and measurements to their satisfaction. Any doubt as to the requirements of this Invitation for Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation for Bid. Oral statements or instructions shall not constitute an amendment to this Invitation for Bid.

II. Bidder will be responsible to provide whatever equipment needed to perform inspection.

#### **3. SUBMITTING BIDS**

I. No bid will be considered unless it is made upon the proposal form(s) contained in and submitted with the project proposal pamphlet. No project proposal pamphlet shall be disassembled. All blank spaces for proposal prices must be filled in, in ink, typewritten or printed, in both words and figures.

II. A bid may be withdrawn prior to the time set for opening of bids.

- III. Bids received after the time and date specified in the "Notice of Bids" will be returned unopened to the Bidder.

**4. BID BOND REQUIREMENTS**

- I. (1) No proposal will be read unless accompanied by a proposal guarantee in the form of a certified or cashier's check, or surety bond in the amount of 10% of the contract amount. The guarantee shall be made payable and acceptable to the City of Casa Grande.
- II. (2) Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable City of Casa Grande and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.
- III. All proposal guarantees except those of the three lowest qualified Bidders will be returned immediately following the opening and checking of proposals. The proposal guarantee of the three lowest qualified Contractors will be returned immediately after the contract documents have been executed.

**5. AWARD AND EXECUTION OF THE CONTRACT**

- I. The contract will be awarded, or all bids rejected, as soon as practical after the date of opening of bids, as stated in the "Notice of Bid". The contract will be awarded within 120 days after the bid opening date, unless agreed upon in writing by both parties to the contract.
- II. Protest Procedure: All bid protests shall be submitted, and will be decided, pursuant to Casa Grande City Code Section 3.04.170. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.
- III. Bonds in the following amounts will be required ten (10) working days after notice of award and receipt of contract:
  - (a) Bond for benefit of labor and material suppliers, 100 percent of the bid price.
  - (b) Bond for performance of contract, 100 percent of the bid price.
- IV. The successful bidder shall be required to execute the City's standard form of contract, a sample of which is included as part of the solicitation package. Information relative to execution of the contract documents may be obtained from the City Clerk's Office, City of Casa Grande, 510 E. Florence Blvd., Casa Grande, Arizona 85122.

**6. START AND COMPLETION OF WORK**

- I. Work shall start within ten working days after the starting date set forth in the "Notice to Proceed" and shall be completed within 30 calendar days of said starting date. The time allowed for completion of the work includes "lead time" for obtaining necessary materials and/or equipment.
- II. Liquidated damages in the amount of five hundred dollars (\$500.00) per calendar day may be assessed for each day the Work remains incomplete after the scheduled and agreed upon completion date.

## 7. QUANTITIES

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

## 8. MEASUREMENT AND PAYMENT

- I. Measurement of the various items in the proposal shall be of each item of completed work, with no allowance for waste.
- II. Payment for the various items in the proposal will be made at the unit price bid in the proposal and shall be compensation in full for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as required in the specifications with all connections, testing, and related work completed. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances, for the satisfactory use and operation of said item unless specifically called for in the proposal.
- III. Total quantities indicated in the proposal are approximate and are for bidding purposes only.
- IV. Partial payments may be made once a month based upon satisfactory completion of work in progress. No payment will be made for amounts less than Five Hundred Dollars (\$500.00).
- V. A retainage of 10 percent shall be deducted from all partial payment requests up through completion of fifty percent of the scheduled construction activities. A retainage of 5 percent will be subtracted from all subsequent partial payment requests to insure satisfactory completion of the work by the contractor. The retainage shall be released to the contractor upon final acceptance of the contractor's final invoice.

**In accordance with State statutes, the contractor may post securities in an escrow account in lieu of the 10% retention. The worth of the securities shall be of an amount equal to or greater than 10% retention.**

## 9. INSURANCE REQUIREMENTS

- I. Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide and maintain, until the work is completed and accepted by the City, minimum insurance coverage as required in Section 103.6 of Maricopa Association of Governments (M.A.G) Specifications General Conditions except as otherwise indicated in the City Contract Documents.
- II. Within ten (10) working days after notice of award and receipt of contract, the contractor shall submit to the City Engineer a "Certificate of Insurance" form completed by his insurance carrier or agent certifying that minimum insurance coverage's as required are in effect and will not be canceled or changed until 10 days after written notice is given to the City of Casa Grande.
- III. These policies shall not expire until all work has been completed and the project has been accepted by the City of Casa Grande. (If a policy does expire during the life of the contract, a renewal certificate of the required coverage must be sent to the City of Casa Grande not less than five (5) days prior to the expiration date.)
- IV. The Contractor shall purchase and maintain, during the contract time, insurance as listed in the Contract. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City of Casa Grande.

- V. The certificate of insurance shall name as additional insured the City of Casa Grande. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.
- VI. Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.
- VII. Minimum coverages for required insurance shall be as Specified in the Contract. A sample standard form of Contract is included as part of the solicitation package for insurance requirements.

**10. AFFIDAVIT FORMS**

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

**11. PERMITS AND FEES**

- I. City of Casa Grande business license(s) will be required of the prime contractor and all subcontractors performing work as part of this project.

**12. CONTRACTORS LICENSE LAW**

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

**13. SUMMARY OF ITEMS TO BE SUBMITTED WITH BID**

- I. Proposal Forms - Completely executed and signed
- II. Certification of Bid.
- III. Bid Security - Acceptable Surety Bond, Certified Check or Cashier's Check in the amount of not less than ten percent (10%) of the total bid price.
- IV. Affidavit of Non-Collusion

**14. BID SUBMITTAL DEADLINE**

- I. Sealed bids marked "**INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**" must be received on or before Tuesday, March 25, 2014 at 1:30 P.M. in the office of the City Clerk, Casa Grande City Hall, 510 E. Florence Blvd., Casa Grande, Arizona, 85122. Bids will be opened and read aloud immediately thereafter.

**15. SAFETY**

- I. The CONTRACTOR shall be responsible for conformance to any and all applicable personnel safety requirements.

## **TECHNICAL SPECIFICATIONS**

### **INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

#### **1.1 GENERAL**

##### **A. INTENT AND SCOPE**

The intent of this contract is to provide the labor, equipment, and materials necessary to furnish and install 6 (six) baffles in the Industrial Pretreatment Aeration Lagoon located at the City of Casa Grande Water Reclamation Facility at 1194 W. Kortsen Road, Casa Grande, AZ.

##### **B. DEFINITIONS**

The following terms used throughout the contract documents shall have the following meanings

- City means the City of Casa Grande or the City's designated representative.
- Owner means the City of Casa Grande or the City's designated representative.

##### **C. SECURITY AND SAFETY**

The Contractor shall be responsible to comply with all local, state and national security and safety (OSHA) regulations applicable to the site of the work.

##### **D. CERTIFICATION**

The selected Contractor represents and warrants that it possesses a valid employer identification number and sufficient amount of Workman's Compensation and Liability Insurance and other required sureties, registrations, or licenses necessary to lawfully perform this contract. Any expenses, penalties, or costs incurred by Owner as a result of the selected Contractor's failure to maintain a valid employer identification number, Workman's Compensation and Liability Insurance or other required sureties, registrations, or licenses, will be reimbursed by the selected Contractor within ten (10) working days of written notice of such expenses, penalties or costs.

##### **E. SUSPENSION OF WORK**

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

## **F. NORMAL WORKING HOURS**

Regular Work Hours shall be from 6:00 AM to 2:30 PM Monday through Friday unless otherwise approved or directed by the City. Work to be performed outside of normal working hours shall not be allowed unless approved in advance by the City. No payment will be made for overtime unless required by or authorized and approved by the City.

## **G. HINDRANCES OR DELAYS**

Except as otherwise provided herein, no claim shall be made by the Contractor for hindrances or delays as a result of any cause during the progress of the work described in this Contract.

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

## **1.2 QUALITY ASSURANCE**

**A. Qualifications:** The manufacturer and CONTRACTOR shall be experienced in the design, construction and installation of the type of baffle curtains specified as follows:

### **1. Manufacturer's Experience:**

**a.** The manufacturer of the Hypalon materials shall be experienced in the manufacturing of materials of the type specified and shall submit evidence that the proposed materials have been in satisfactory service for at least five years.

### **2. Contractor's experience:**

**a.** The contractor who installs the baffles shall be experienced in the installation of materials of the type specified and shall submit evidence that

projects of a similar nature performed by the firm have been in satisfactory service for at least five years.

**b.** The contractor shall be acceptable to the manufacturer of the materials.

**c.** The contractor shall provide a technician experienced in the installation of baffles to supervise field installation of the baffles.

### **1.3 PROJECT CONDITIONS**

**A. BACKGROUND:** The industrial pretreatment aeration lagoon is a fully mixed, compartmented aeration lagoon in which aerobic bacteria is present. The lagoon is compartmentalized by six approximately 12' X 30' Hypalon baffles. Four of the baffles have been completely removed from the lagoon, two existing baffles remain but also need to be removed and replaced.

**B. DRAINING:** The lagoon will be drained by the City prior to the mandatory pre-bid meeting.

**C. STAGING:** The City can provide storage and staging locations for all materials and equipment at the Water Reclamation Facility. 1194 W. Kortsen Road, Casa Grande, AZ 85122

### **1.4 DELIVERY, STORAGE AND HANDLING**

**A.** The Hypalon material shall be stored in accordance with the manufacturer's recommendations. The use of solvents to facilitate installation will not be permitted.

### **1.5 WARRANTY**

**A. Material Warranty:** The lining manufacturer shall warrant, on a pro rata basis, the Hypalon materials, against manufacturing defects and material degradation for a period of 20 years from the date of final acceptance. The manufacturer shall replace any material which fails due to manufacturing defects or material degradation within the warranty period. The contractor shall furnish the owner with a written warranty covering the above requirements.

**B. Installation Warranty:** The contractor shall warrant the installation to be free from installation defaults for a period of 1 year from date of final acceptance.

## 1.6 SUBMITTALS

- A. Drawings and Data: Three copies of complete specifications, data pertaining to the Hypalon materials and panel and seam layout, including all appurtenant materials shall be submitted for approval by the Owner.

## PART 2 PRODUCTS

### 2.1 TYPE AND MANUFACTURERS

- A. Hypalon: DuPont or equal.
- B. Hypalon adhesives and solvents: As recommended by liner manufacturer.
- C. 316 stainless steel braided wire as recommended by the manufacturer.
- D. Expansion Anchors:
  - 1. Type 316 stainless steel.
  - 2. "Ramset Trubolt" or "Hilti-Kwik-bolts".
- E. Elastomeric Neoprene Mastic: "Gaco Western N-1004" by Gaco Western, Inc., Seattle, WA.
- F. Rubber strip: Oil-resistant synthetic rubber
- G. Joint filler: "Elasto-Deck No. 5001" by Pacific Polymers, Huntington Beach, CA, suitable for submerged service.
- H. Cables (if required): Type 316 stainless steel.

### 2.2 CHARACTERISTICS

#### A. Hypalon:

- 1. The Hypalon material shall be a lining manufactured by DuPont Hypalon 45 synthetic rubber as the sole elastomer or at least 45 percent (by weight) DuPont 45 synthetic rubber elastomer product(s) formulated in accordance with the recommendation of E.I DuPont Elastomer Chemicals Department, Wilmington, DE. The Hypalon material shall be manufactured totally by calendaring to procedure uniform sheets free from defects such as holes, tears, modules, delamination, blisters or other manufacturing defects.
- 2. The Hypalon material shall be 45 mils. In nominal thickness and 3-ply as follows:
  - a. The 3-ply construction shall consist of reinforcing fabric inner ply between Hypalon lining outer layer. Reinforcing fabric shall extend to between 0.5 inch and 1.09 inch of the edge of the sheet. Exposed fabric or indication of delamination will not be permitted.

## **2.3 FABRICATION**

- A. A panel and a seam layout showing panel size, direction of seams, location for replacement in the cells and identifying mark for each panel shall be submitted to the engineer prior to fabrication of the lining material.
- B. Individual widths of Hypalon material shall be factory fabricated to minimize field seams and comply with the panel and seam layout.
- C. All factory seams shall be heat welded or dielectrically bonded, shall provide a minimum bonded overlap of the reinforcing fabric of 1-inch and shall extend to the edge of the sheet so that no loose edge is exposed on the top side of the panels. Each factory fabricated panel shall be given prominent, indelible identifying mark corresponding to the location on the panel and seam layout. All factory fabricated sheets shall be accordion folded in both directions and individually packaged to prevent damage to the panels during shipment and storage.

## **2.4 SOURCE QUALITY CONTROL**

- A. Only accepted materials conforming to the requirements of these contract documents shall be used in the work. They may be subjected to inspection and tests at any time during the progress of their preparation, application or use. The source of supply of the materials shall be accepted by the engineer before preparation, delivery or use is started. Representative samples of all materials shall be submitted by the contractor to the engineer for examination and test. Shipment to the site shall not commence until acceptance of materials is received from the City.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Preparation of Surfaces: Surfaces on which the lining will be placed shall be clean, smooth and dry. All loose materials shall be removed from the surfaces. All sharp protrusions shall be removed from the surfaces.
- B. The baffle wall shall be installed such that all attachment hardware shall be through at least two layers of Hypalon material. The baffles shall hang vertically. If tearing is in evidence at hardware penetrations, additional layers of material shall be added to prevent tear propagation.

- C. The contractor shall protect the Industrial Pretreatment Aeration Lagoon Liner from damage by his work. Workers inside the reservoir shall wear soft rubber-soled shoes. All tools, equipment, scaffolding, etc., shall be supported off the existing liner on wood boards or plywood on minimum 90 mil thick resilient rubber pad. The boards shall have rounded corners and edges. The resilient rubber pad shall extend beyond the boards or plywood a minimum of 6 inches on all sides. Any damage to the lagoon lining shall be repaired by the contractor.
  
- D. Baffle panels shall be placed in a regular pattern, with panel seams oriented vertically. The sheeting shall be of such lengths and shall be placed in a manner to reduce jointing to a minimum. The sheets shall be positioned without stretching and shall be allowed to relax before splicing.

### **3.2 BONDS AND INSURANCE**

Payment shall be made in accordance with bid-pricing after receipt and approval of all bonds and certificates.

**EXHIBIT “A”**

**SAMPLE CONTRACT**

SAMPLE

## CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the \_\_\_\_ day of January, 2014, by and between \_\_\_\_\_ (hereinafter known as "Contractor"), a \_\_\_\_\_ authorized to do business in the state of Arizona, whose address \_\_\_\_\_, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as the City of Casa Grande "Industrial Pretreatment Aeration Lagoon Baffle Replacement."

### **1. Scope of Contractor's Services.**

The contractor agrees to provide services to the City to complete the Industrial Pretreatment Aeration lagoon Baffle Replacement project pursuant to the Scope of Work attached hereto as Exhibit "A", which is incorporated herein by reference. Contractor also agrees to complete the services in Exhibit "A" within the timeframe required therein. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

### **2. Accounting and Payment for Contractor Services.**

Payment to the Contractor for services rendered under this Agreement shall be a sum total of \$\_\_\_\_\_, as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

### **3. Assignment and Subcontracting.**

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

#### **4. Independent Contractor.**

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

#### **5. No Guarantee of Employment.**

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

#### **6. Taxes.**

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

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

#### **7. Regulations and Requirement.**

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

#### **8. Right to Review.**

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on-site 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.

## **9. Modifications.**

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

## **10. Termination for Default.**

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

## **11. Termination for Public Convenience.**

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

## **12. Equal Opportunity.**

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

## **13. Venue and Choice of Law.**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts

of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

## **14. Insurance.**

**14.1 Contractor Liability Insurance.** Upon signing of the Agreement and so long as it shall remain in effect, 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:

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

**14.1.2 General Liability.** Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

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

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

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

**14.1.5 Adjustment of Liability Limits.** If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the

increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

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

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

**14.2.1** The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

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

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

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

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

**14.5 Deductibles.** Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also

require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

#### **15. Withholding Payment.**

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

#### **16. Future Non-Allocation of Funds.**

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

#### **17. Protection of Licensee Data.**

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

#### **18. Contractor Commitments, Warranties and Representations.**

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

#### **19. Patent/Copyright Infringement.**

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

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and

b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

## **20. Disputes.**

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

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

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

## **21. Ownership of Items Produced.**

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

## **22. Conflict of Interest.**

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

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

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

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

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

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

### **23. Covenant Against Contingent Fees.**

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

### **24. Indemnification.**

To the fullest extent permitted by law, the Contractor 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.

## **25. Confidentiality.**

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

## **26. Public Disclosure.**

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

## **27. Notice.**

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

## **28. Severability.**

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

### **29. Waiver.**

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

### **30. Survival.**

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 29, 33 and 34 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

### **31. Discrimination.**

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

### **32. Entire Agreement.**

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

### **33. E-Verify.**

To the extent applicable under 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.



**EXHIBIT “A”—SCOPE OF SERVICES**

SAMPLE

**EXHIBIT “B”— PAYMENT SCHEDULE**

SAMPLE

**EXHIBIT "B"**  
**REQUIRED FORMS**

**BID PROPOSAL**

**INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

Date \_\_\_\_\_

City Engineer  
City of Casa Grande  
Casa Grande, Arizona

In compliance with your invitation for bids and all conditions of the Contract Documents, the undersigned \* \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ in the City of \_\_\_\_\_, having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all materials, labor, construction equipment, and everything necessary for completion of the work described in the "Notice for Bids for the City of Casa Grande", and to construct the same and install the material therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through its Engineers and under the direction and supervision of its Engineer, or their properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the following unit prices for the work described:

**BID SCHEDULE**

**INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

<b>INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT</b>					
<b>Item No.</b>	<b>Description of work</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Materials	LS	1		
2	Installation	LS	1		
3	Mobilize/Demobilize	LS	1		
4	Bonds, Taxes, Insurance	LS	1		

**BASIS FOR BID**

The contractor must bid the Base Bid in its entirety.

**ACCEPTANCE OF PROPOSAL**

Award of this contract will be for the lowest qualified base bid or the lowest qualified total of the base bid work items.

**I. BASE BID – INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

**TOTAL \$ \_\_\_\_\_**

The undersigned hereby declares that he/she has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid.

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

The undersigned understands that his proposal shall be submitted with a proposal guarantee of Certified Check, Cashier's Check or Surety Bond for an amount not less than 10 percent of the amount bid, Certification of Bid and a completed Affidavit of Non-Collusion.

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

Respectfully submitted,

\_\_\_\_\_  
By \_\_\_\_\_  
Officer & Title

ATTEST:

\_\_\_\_\_  
Officer and Title

\_\_\_\_\_  
(CONTRACTOR's full address)

\_\_\_\_\_  
Witness: if CONTRACTOR is an individual

\* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The CONTRACTOR hereby acknowledges receipt of and agrees his proposal is based on the proceeding Addenda:

\_\_\_\_\_  
\_\_\_\_\_

\*Addresses of corporate officers or partners if different than business address.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

License No. \_\_\_\_\_

Classification \_\_\_\_\_

**PERFORMANCE BOND**

**INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

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 "City of Casa Grande Industrial pretreatment aeration lagoon baffle replacement " which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
AGENCY ADDRESS

\_\_\_\_\_  
BY

**LABOR AND MATERIALS BOND**

**INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

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 "Industrial Pretreatment Aeration Lagoon Baffle replacement" which contract is  
hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
AGENCY ADDRESS

\_\_\_\_\_  
BY

**AFFIDAVIT OF NON-COLLUSION**

**INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

STATE OF ARIZONA )  
COUNTY OF ) ss

\_\_\_\_\_  
(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is \_\_\_\_\_  
(TITLE)  
of \_\_\_\_\_  
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he certifies as follows:

That neither he/she nor anyone associated with the said

\_\_\_\_\_  
(NAME OF BUSINESS)

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

**CITY OF CASA GRANDE INDUSTRIAL PRETREATMENT AERATION LAGOON BAFFLE REPLACEMENT**

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(NAME OF BUSINESS)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires:

\_\_\_\_\_