

CITY OF CASA GRANDE, ARIZONA

NOTICE OF BID

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

LANDSCAPE MAINTENANCE CONTRACT

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 **Tuesday, July 9, 2013 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, July 9, 2013 at 1:30 P.M.**, Main Conference Room (2nd 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:

**BID ON LANDSCAPE MAINTENANCE
FOR THE CITY OF CASA GRANDE
BID OPENING: JULY 9, 2013 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

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 Ext. 1110

II. ADDITIONAL INFORMATION

Anita Avila
Management Analyst
City of Casa Grande
510 E. Florence Blvd.
Casa Grande, AZ 85122
(520) 421-8600
Extension: 4522

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 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:	6/20/13
Mail Request For Bids:	6/20/13
Last Date to Submit Bids:	7/9/2013 at 1:30 p.m.
Bid Opening:	7/9/2013 at 1:30 p.m.
Bid Review:	07/09/13 through 08/5/13
Bid Award:	8/5/2013

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 **Community Services Department** by providing appropriate information.

X. EVALUATION CRITERIA

The primary evaluation criteria shall be the overall benefit/cost as perceived by the Community Services staff, rather than cost only.

The **Community Services staff** shall consider many factors, including the following (which are not in any specific sequence):

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

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 or Purchase Order Number, Bidder shall **provide services as specified in the bid specifications.**

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 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 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 successfully 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.

**CITY OF CASA GRANDE
PARKS & RECREATION DEPARTMENT
LANDSCAPE MAINTENANCE CONTRACT**

NOTE: THE CITY OF CASA GRANDE RESERVES THE RIGHT TO ACCEPT PORTIONS OF OR ALL OF THIS BID DEPENDING UPON BUDGET AUTHORITY.

I. General Specification

A. Scope

The work shall include furnishing all labor and equipment necessary to maintain all landscape areas at least bi-weekly or as needed, more often if necessary from March 1 – October 31 and at least monthly or as needed, more often if necessary from November 1 – February 28. **A Pre-Bid Conference will be scheduled on Monday, July 1, 2011, 8:00 a.m. at Casa Grande Parks and Recreation, 404 E. Florence Boulevard and this is highly recommended.** The locations are as follows and it is the Contractor's responsibility to locate and identify these maintenance areas correctly. ALL questions should be submitted IN WRITING, NO LATER THAN FRIDAY, JULY 5, 2013 to Rod Wood via email: rwood@casagrandeaz.gov . Unless otherwise notified, a written response WILL ONLY be emailed to those in attendance at the Pre-Bid Conference, and/or those potential contractors who have provided us an e-mail address.

B. Background checks

- a. The contractor will provide a DPS clearance card for the lead/crew supervisor of the team assigned to the Public Safety Facility. DPS clearance cards are obtained by passing a fingerprint and background check with the Casa Grande Police Department. The current charge for fingerprinting is \$10.00.

1- Public Safety Facilities

Fire Station #502
1479 E. 9th Street

Fire Station #503
3305 N. Piper Avenue

Fire Station #504
1637 E. McCartney Road

Public Safety Facility
373 E. Val Vista Boulevard

2- Golf

Greens Retention Basin

At Dave White Municipal Golf Course on the north side, back nine, adjacent to Hole #15.

Links Retention Basin

At Dave White Municipal Golf Course on the east side of Hole #1 and south side of Hole #2 including Tract F along "The Links Way."

3- Medians and Right of Ways

Cottonwood Lane Median I

Cottonwood Lane, east of Henness Road alignment, just west of the I-10 overpass.

Cottonwood Lane Median II

Cottonwood Lane, from Trekell Road east to Henness Road.

Desert Shadows Right of Way

North of Bisnaga Road, south of Rodeo Road, only along screened block wall adjacent to Desert Shadows.

Desert Sky Entryway

South of Kortsen Road on Thornton Road, east side of Thornton Road.

Hennes Road Median

From Florence Boulevard, north to Cottonwood Lane.

Lakes Right of Way

West side of Pinal Avenue from Casa Grande Lakes Boulevard South.

Highway 84 Underpass Landscaping

This will include all median and Right of Way areas that have been improved with plant material and decomposed granite, plus additional undeveloped areas. This area includes approximately six (6) separate maintenances areas; the median (east/west), Right of Ways (north, south, east and west).

Peart Road Median

From Florence Boulevard north to Kortsen Road, including the four (4) intersections at Peart and Kortsen Roads.

Pinal Avenue Median

From Bisnaga Road north to Gila River Indian Community border, north of Val Vista Road.

Pinal Avenue Right of Way

East side from O'Neil Drive to Kortsen Road.

4 - Retentions

Highway 84/Thornton Road

This will include all landscaped areas within the boundaries of the basin at the southeast corner of Highway 84 and Thornton Road, from road to fence.

Mission Valley Trail

Kortsen Road east from Trezell Road, until road ends. Southeast corner of Mission Valley subdivision.

Parkview Retention Basin

This will include all Right of Way and retention areas within the boundaries of the basin to the street west side of Arizola Road and north of Mesquite Elementary School.

Sandalwood Retention Basin/Right of Way

Arizola, McMurray Boulevard and Clements Road.

Smoketree Retention Basin

On west side of Colorado, south of Sunset Drive, north of Manor.

C. Qualification of Bidder

Bidders shall qualify themselves by providing evidence of currently performing acceptable work of this scope. Bidder shall have had minimum of two (2) years experience in handling landscape maintenance contracts.

D. Length of Contract

The initial contract shall be for a period of 10 months from October 1, 2013 through June 30, 2014 with two additional option years. Specifically, those option years are July 1, 2014 through June 30, 2015 and July 1, 2015 through June 30, 2016. Not later than 30 days prior to the end of the initial contract year and each option year, the City shall notify the contractor of its intent to pick up or not pick up the option for the coming year. The increase (if any) in the amount of the contract for the subsequent year shall be negotiated prior to the beginning of the new contract year.

E. Water

The City shall furnish all water to be used for irrigation and spraying. City shall be responsible for

maintenance and upkeep of irrigation system.

F. Acceptance

All work specified shall be completed under the direction of and to the satisfaction of the Community Services Director or his designated representative.

G. Payment

Payment will be made on a monthly basis after receipt of an itemized report from the Contractor covering landscape maintenance activities and employee hours associated with the work, and acceptance of the work by the Community Services Director or his designated representative.

H. Termination

In the event of failure of the contractor to perform the work in accordance with the specifications, the Community Services Director or his designee shall notify the contractor verbally and/or in writing of such deficiency. If the deficiency is not corrected within five (5) working days from the date of said notice, the contract shall be adjusted due to non-conformance. If problems persist, the contract may be terminated without further notice.

II. Detailed Specification - The specific maintenance items to be applied by the contractor shall be as follows:

B. Irrigation

All irrigation functions will be performed by the City. Contractor shall have no responsibility in this area. City will advise contractor of irrigation schedule as not to interfere with maintenance of these areas.

C. Weeding

Medians, basins, and planters shall be kept free of grass and weeds. Weeds in these areas shall be controlled either by herbicide application or removal. The application of herbicides needs to follow the gardeners guidelines with the Office of Pest Management. Weeds and grasses controlled by herbicides must be removed 7 - 10 days after spraying.

D. All areas to be maintained shall be kept free of weeds and trash per the schedule defined in the scope of work. All walks and bikeways shall be swept and cleaned. All debris shall be removed from work site and disposed of properly.

E. Edging

If applicable, the turf shall be edged around sidewalks, curbs, concrete slabs, trees, shrubs, etc., Chemical edging may be used with the approval of the Community Services Director or his designated representative. Chemical for this use shall be the contractor's expense since it is a labor saving device.

F. Trimming

All shrubs and trees shall be the responsibility of the Contractor per the schedule defined in the scope of work.

G. Replanting

Whenever a plant, shrub, or tree dies, the City shall replant it with plant material(s) furnished by the City. If it becomes apparent that plant material has died due to negligence on the part of the contractor, then the contractor shall replace and replant plant materials. The Contractor is not allowed to remove any trees, plants, shrubs, etc. without prior approval from the Community Services Director or his designated representative.

H. Monthly Progress Report

Contractor shall prepare a written monthly report covering the landscape maintenance activities and employee hours associated with the work completed during the month. Then, submit it to the Community Services Director no later than the second working day of the month.

I. Contractor shall provide a certificate of insurance showing proof of:

- a. Commercial General Liability \$1,000,000/\$2,000,000 aggregate

- b. Commercial/Business Auto Liability \$1,000,000 each occurrence
 - c. 30 Day-cancellation notification
 - d. City is named as additional insured, Certificate holder is listed as: City of Casa Grande, 510 E. Florence Boulevard, Casa Grande, AZ 85122.
- J. Contractor shall provide proof of Worker's Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of the contractor's employees engaged in the performance of the work; and employer's liability insurance of not less than the state statutory limits of \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- K. Contractor must hold a City of Casa Grande business license annually.
- L. On an annual basis, Contractor will be required to provide proof of a minimum of Weed and Right of Way Licensure, plus proof of Qualifying Party Licensure through Arizona Structural Pest Control Commission for themselves or a designated sub-contractor.
- M. No bonds will be required of vendors who wish to bid this work for the City of Casa Grande. Please disregard bonding requirement for specifications.
- N. In the event of rain, construction, equipment failure, overseeding or any other unforeseen circumstances, on either the City or the Contractor's part, which results in service not being provided for a particular area, then this amount will be deducted from the monthly contractual amount.

CERTIFICATION OF BID
FOR
LANDSCAPE MAINTENANCE CONTRACT

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
PARKS & RECREATION DEPARTMENT
LANDSCAPE MAINTENANCE SERVICES:

BID FORM

(All totals are lump sums for 12 months)

NOTE: THE CITY OF CASA GRANDE RESERVES THE RIGHT TO ACCEPT PORTIONS OF OR ALL OF THIS BID DEPENDING UPON BUDGET AUTHORITY.

1- Public Safety Facilities	BID
<u>Fire Station #502</u> 1479 E. 9 th Street	\$
<u>Fire Station #503</u> 3305 N. Piper Avenue	\$
<u>Fire Station #504</u> 1637 E. McCartney Road	\$
<u>Public Safety Facility</u> 373 E. Val Vista Boulevard	\$

2- Golf	BID
<u>Greens Retention Basin</u> At Dave White Municipal Golf Course on the north side, back nine, adjacent to Hole #15.	\$
<u>Links Retention Basin</u> At Dave White Municipal Golf Course on the east side of Hole #1 and south side of Hole #2 including Tract F along "The Links Way."	\$

3- Medians and Right of Ways	BID
<u>Cottonwood Lane Median I</u> Cottonwood Lane, east of Henness Road alignment, just west of the I-10 overpass.	\$
<u>Cottonwood Lane Median II</u> Cottonwood Lane, from Trezell Road east to Henness Road.	\$
<u>Desert Shadows Right of Way</u> North of Bisnaga Road, south of Rodeo Road, only along screened block wall adjacent to Desert Shadows.	\$
<u>Desert Sky Entryway</u> South of Kortszen Road on Thornton Road, east side of Thornton Road.	\$
<u>Henness Road Median</u> From Florence Boulevard, north to Cottonwood Lane.	\$
<u>Lakes Right of Way</u> West side of Pinal Avenue from Casa Grande Lakes Boulevard South.	\$
<u>Highway 84 Underpass Landscaping</u> This will include all median and Right of Way areas that have been improved with plant material and decomposed granite, plus additional undeveloped areas. This area includes approximately six (6) separate maintenances areas; the median (east/west), Right of Ways (north, south, east and west).	\$
<u>Peart Road Median</u> From Florence Boulevard north to Kortszen Road, including the four (4) intersections at Peart and Kortszen Roads.	\$
<u>Pinal Avenue Median</u> From Bisnaga Road north to Gila River Indian Community border, north of Val Vista Road.	\$
<u>Pinal Avenue Right of Way</u> East side from O'Neil Drive to Kortszen Road.	\$

4 - Retentions	BID
<u>Highway 84/Thornton Road</u> This will include all landscaped areas within the boundaries of the basin at the southeast corner of Highway 84 and Thornton Road, from road to fence.	\$
<u>Mission Valley Trail</u> Kortsen Road east from Trekell Road, until road ends. Southeast corner of Mission Valley subdivision.	\$
<u>Parkview Retention Basin</u> This will include all Right of Way and retention areas within the boundaries of the basin to the street west side of Arizola Road and north of Mesquite Elementary School.	\$
<u>Sandalwood Retention Basin/Right of Way</u> Arizola, McMurray Boulevard and Clements Road.	\$
<u>Smoketree Retention Basin</u> On west side of Colorado, south of Sunset Drive, north of Manor.	\$

BID FORM

Landscape Maintenance Services

Cost

Bid Price	\$	
Applicable Tax (___%)	\$	
Net Bid Price	\$	
Total Price FOB Casa Grande (For all landscape areas)	\$	

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: _____, 2013.

ATTEST:

Remilie S. Miller, City Clerk MMC

APPROVED AS TO FORM:

Brett D. Wallace, City Attorney

typed name of signatory:
signatory's title

Date: _____, 2013.

State of Arizona)
) ss
County of Pinal)

**City Manager
Acknowledgment**

On this ____ day of _____, 2013, James V. Thompson who acknowledged himself to be the Casa Grande City Manager personally appeared before the undersigned and that he, as such City Manager, being authorized to do so, executed the Agreement between Bidder and the City (identified in City of Casa Grande records as C.G. Contract No. _____) in the capacity therein stated and for the purposes therein contained by signing his name.

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

Notary Public

My commission expires: _____

State of Arizona)
) ss
County of _____)

Acknowledgment

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

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

Notary Public

My commission expires: _____