NOTICE & INVITATION FOR BIDS
TOWN OF GILBERT

Services: Signage for Saint Xavier University
Solicitation Number: 2015-7102-0591
Bid Opening/Deadline for Submittal: 3:00 P.M. Local Arizona Time, February 25, 2015
Location: Municipal Center, Room 233, 50 East Civic Center Drive, Gilbert, AZ 85296
Gilbert Staff Contact/ telephone number: Douglas E. Boyer, (480) 503-6858
Contract Documents available at: Bid documents may be downloaded from www. gilbertaz.gov/rfp at no charge.]

Date and Location for Submittal of Sealed Bids: Sealed bids will be received at Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until 3:00 p. m. February 25, 2015, for the above services. Bids must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any bid received after the time specified will be returned unopened. It is the bidder's responsibility to assure bids are received at the above location on or before the specified time. Bids will be opened at 3:00 p.m. in **Conference Room 233**, and the names of proposers publicly read aloud immediately after the time for receiving bids.

Pre-Bid Conference: A pre-bid conference will be held on **February 10, 2015 at 10:00 a.m.** at the Municipal Center, Conference Room 300, 50 East Civic Center Drive, Gilbert, Arizona 85296.

Work Summary: Gilbert seeks signage services. The services are required to be completed within 90 days of the Notice to Proceed or Purchase Order. The services are generally described as follows: New exterior and interior signage services for the Saint Xavier University facility. Construction must be complete with signage installed such that the building will be substantially complete on July 28, 2015.

Bid Requirement: Each bid will be in accordance with the bid requirements, set forth in the Request for Bids, which may be downloaded from www.gilbertaz.gov/rfp or obtained by contacting Douglas E. Boyer, telephone no. (480) 503-6858 or douglas.boyer@gilbertaz.gov. Any bid which does not conform in all material respects to the Request for Bids will be considered non-responsive.

Right to Reject Bids: Gilbert reserves the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason Gilbert determines.

Equal Opportunity: Gilbert is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit bids on this solicitation.

DATED: February 4, 2015 TOWN OF GILBERT, ARIZONA

Publications Date(s) _____

February 4, 2015
February 5, 2015
February 6, 2015
February 7, 2015

_____, Town Clerk

IMPORTANT
BIDDER'S CHECK LIST

[ ] 1. The Bid has been signed in Section IV. (Bids not signed in this section will not be considered.)

[ ] 2. Authorized Signature Form has been included.

[ ] 3. The bid prices offered have been reviewed.

[ ] 4. Any required descriptive literature and information has been included. (See Section 1.17)

[ ] 5. The Contract Time and/or schedules have been included.

[ ] 6. All addenda numbers issued have been noted on Bidder's Affidavit. (See Section 4.6)

[ ] 7. The mailing envelope/package has been addressed to:
Town Clerk's Office
50 East Civic Center Drive
Gilbert, Arizona 85296

[ ] 8. Bid Package/Envelope has been identified with bid number and title.

[ ] 9. The bid is submitted in time to be received and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the bid cannot be considered.)

[ ] 10. The Bid Bond has been included.

INVITATION FOR BID DOCUMENTS FOR:
2015-7102-0591
FOR THE TOWN OF GILBERT, ARIZONA

Gilbert intends to purchase Signage for Saint Xavier University services in compliance with these specifications.

I. REQUIREMENTS FOR BIDDERS.

1.1 Bid Opening Date and Location: Bids will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until **3:00 p.m., on February 25, 2015**, at which time the names of the bidders will be opened and publicly read. Bid prices will not be read. Late bids will not be considered.

1.2 Bid Documents Available: The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Scope of Work, and IV. Bidder's Bid (form). The Bid Documents are available for downloading from www.gilbertaz.gov at no charge.

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the bid.

1.4 Bid Form: Bids must be submitted only on the bid form. All bids must be submitted in a sealed envelope clearly marked "**Bid for Signage for Saint Xavier University Services - Office of the Town Clerk, Solicitation #2015-7102-0591.**"

1.5 Pre-Bid Conference: A Pre-Bid Conference will be held at **10:00 a.m. on February 10, 2015**, at the Muni I Building, Conference Room 300, located at 50 E. Civic Center Drive, Gilbert, AZ 85296. The Scope of Work will be reviewed, discussed and opened for questions. **Potential bidders are highly advised to attend.** Potential bidders will be able to ask for interpretations and clarifications of this RFP at that time. Gilbert will not be responsible to convey any clarifications to potential bidders who are not in attendance.

1.6 Deadline for Inquiries: The deadline for inquiries is **5:00 p.m. on February 17, 2015.**

1.7 Gilbert's Right to Reject Bids: Gilbert reserves the right to reject any and all bids and to waive technicalities.

1.8 Late Bids: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the Bidder to see that his/her Bid is delivered and received by the proper time and at the proper place.

1.9 Bid Amendment or Withdrawal: A Bid may be withdrawn anytime before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.

1.10 Public Record: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Bids submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the bid that is submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the bid as confidential or proprietary in order for the bidder to apply for a court order blocking the release of the information.

1.11 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.12 Bid Acceptance Period: All bids shall remain open for ninety (90) days after the day of the opening of bids, but Gilbert may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from Gilbert. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.13 Addendum: This Request for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda.

1.14 Bidder Registration: Bidders shall register via the on-line Vendor Registration system at www.https://procure.az.gov, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Bidder who is not so registered must contact Gilbert's Contact person, Douglas E. Boyer, at douglas.boyer@gilbertaz.gov or (480) 503-6858 to make other arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp.

1.15 Bid Bond: Each bid will be submitted on the Bid Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the bid, made payable to the Town of Gilbert.

1.16 General Evaluation Standards:

1.16.1 In General. Gilbert seeks to obtain the services described above in the Scope of Work and will award a contract to the lowest most responsive bidder. Gilbert wishes to obtain the most reliable and productive services. Gilbert will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or bids offering services proven unsatisfactory in Gilbert's sole judgment may be rejected and not considered

1.16.2 Clarifications. Gilbert reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.16.3 Waiver and Rejection Rights. Gilbert reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.17 Bid Preparation:

1.17.1 Format. Bidders shall submit their Bid with an original and 3 copies and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.17.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.17.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.17.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.17.5 Content. The Bid shall contain all of the following information:

Brief Description of the Bidder's Firm

A. Office location
B. Length of time in business
C. Total number of employees and number of local employees
D. Names of principals, their disciplines, and Arizona registration.
E. Services provided by the firm

F. Experience in providing similar services within the last 5 years
G. Three (3) references **(*See Notes Below)**

Subcontractors:

Please list any firms that will act as subcontractors to your firm, and provide a complete description of their role relative to this contract. Provide information regarding prior projects on which subcontractors have worked with your firm. It is highly desirable that all subcontractors named will have prior experience working as a team. All subcontractors must have a good working relationship with the prime contractor.

Any subcontractors performing lighting or electrical roles must be UL rated. If no subcontractors are noted, it is understood that all work will be performed by the fabricator's staff. Gilbert reserves the right to accept or reject any subcontractor.

Other information required to be supplied with Bid:

Qualifications: It is of critical importance that the sign fabrication company has a minimum of five (5) years' experience and that the company has demonstrated experience in the following areas of exterior and interior signage inclusive of:

Experience in fabricating and installing interior / exterior signage similar in construction to the signs specified in this project.

Experience in fabricating and installing interior/exterior signage which must be coordinated with other trades, i.e., Electrical, Structural, Surveying, etc.

UL rated shop or can demonstrate that sub-contractor used has UL rating.

Must have a fabrication facility which are adequate in size to accommodate the project.

*Indicate three (3) projects with this solicitation similar in nature to the project described herein; provide the following for each:

Name of Project and its geographic location.
Start date and completion date of project/work.
Owner's name, address, telephone and contact person.
Brief, but thorough, description of the work including all trades involved; Name(s) of responsible supervisory fabrication and installation personnel.
Submit photographs of project examples listed in above which display the work of the firm.

The sign fabricator must have previous experience with the fabrication and installation of a similar interior sign program. At least two of the three projects listed above must be of similar complexity to project described herein.

Firm References: Provide three (3) references from the experience list above. Provide contact name, address, telephone number and project name and location for each reference. **(Please see Attachment 4.)** It is imperative that accurate contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the firm's ability to successfully complete a project of this type. The Owner reserves the right to contact references for any projects provided as noted above, or any other source available. Such references will be held in the strictest confidence.

If company literature or other publications are included, they should include reference to the document name and page. Submittals containing no such citations will be considered complete and without need to refer to other documents.

PLEASE NOTE: In providing this information listed above in 1.17.5, Content, the Bidder is advised of the following:

> **Information may not exceed 15 single-sided pages (maximum 8½" x 11") with a minimum of 10 pt. type. Submissions exceeding the page limit will be considered non-responsive and will be returned to the Offeror without further evaluation.**

1.17.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.17.7 Evidence of Intent to be Bound. The Bid form within the Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by its Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.17.8 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that: he Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.18 Inquiries

1.18.1 Duty to Examine. It is the responsibility of each Bidder to examine the entire

Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.

1.18.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Gilbert employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.18.3 Submission of Inquiries. All inquiries except those at the Pre-Bid Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Bid and not be opened until after the Bid due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.

1.18.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.18.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2015, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commence upon issuance of a Notice to Proceed or Purchase Order by Gilbert. All services shall be completed by **July 1, 2015.** Any intermediate deadlines or milestones are set forth in Exhibit C of the Agreement for Services (Attachment 7).

2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Gilbert the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to fifty percent (50%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Gilbert.

A Payment Bond in an amount equal to fifty percent (50%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Gilbert. The Bonds 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 and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Bidder and Gilbert, this Contract may be tendered for use by other municipalities and government agencies.

2.4 Protests: Pursuant to the Municipal Code Section 2-365, a bidder may protest a solicitation or a contract award by filing a protest in writing with the purchasing officer not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

III. SPECIFIC SCOPE OF WORK

(PLEASE NOTE: PLEASE SEE ATTACHMENT 5, DRAWINGS, AND ATTACHMENT 6, SPECIFICATIONS, FOR MORE DETAILED INFORMATION REGARDING THE SCOPE OF WORK.)

1.02 SUMMARY: SCOPE OF WORK

A. The Work includes furnishing of all labor, materials, equipment, tools, insurance, permits, services, and licenses necessary to complete the work. The work is generally limited in scope as indicated by the Sign Program drawings and documents. However, the scope of the contract shall include all work necessary to achieve the proper execution and completion of this project which is clearly and reasonably inferable from these documents.

B. Sign Fabrication: Types of signs and graphics are indicated on the Drawings and require various materials, various finishes, and various fabrication and installation techniques.

C. Shop drawings, layouts, mock-ups and samples for designer and owner written approval.

D. Structural design and calculations when appropriate to substantiate design. This includes certified engineer's review and stamp if required by code or contract documents.

E. Installation of all fabricated signs, including all fasteners and fastenings, and where required, complete foundations.

F. Coordination with Designer and TOG during all phases of development, fabrication and installation.

G. Cutting and patching where required.

H. Related Work Specified Elsewhere

ATTACHMENT 1 – BIDDER'S BID

IV. BIDDER'S BID

4.1 Bidder's Bid: For the bid opening February 25, 2015 for services.

4.2 Covenant Clause: It is expressly agreed by Bidder that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Bidder declares that before preparing this bid, he or she has read the Bid Documents carefully, and that this bid is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this bid. Bidder agrees to all conditions contained in the Bid Documents.

4.4 Bid Price: _____ ***[PLEASE SEE ATTACHMENT 1A, ITEMIZED BID SHEET, TO PROVIDE ITEMIZED PRICING AND BID ALTERNATES]***

4.5 Contract Acceptance: Bidder proposes and agrees that if this bid is accepted, he or she will enter into a contract with Gilbert within ten (10) days after Gilbert's acceptance of this bid at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Bidder as part of this bid:

The State of Arizona)
) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing bid; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Bidder; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the Bidders, the parceling out to any Bidder or any other person of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he/she has not and will not divulge the sealed bid to any other person whatsoever, except those having a partnership or financial interest with him and said Bidder, until after the sealed bid or bids are open.

That Bidder has received and reviewed all Addenda Nos. _____ issued for this Bid (Bidder's failure to list all Addenda numbers issued shall be grounds for rejection of the Bid).

_____
Name

_____
Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__, by _____.

_____
Notary Public

My Commission Expires:

_____

Services IFB
Form No. 1.3.4
Revised August 2, 2013

ATTACHMENT 1A - ITEMIZED BID SHEET

Vendor:

Base Bid:	Sign Type	Quantity	Unit Price	Extended Price
EXTERIOR				
	ID-A	3		
	ID-B	1		
	ID-C	1		
	ID-D	1		
	ID-E	1		
	B_F	1 set		
INTERIOR				
	ID-A	6		
	ID-B	3		
	ID-C	6		
	ID-E	29		
	ID-F	16		
	ID-G	30		
	ID-H	44		
	ID-Ja	4		
	ID-Jc	1		
	DIR-L	4		
	DIR-M	3		

ATTACHMENT 1A - ITEMIZED BID SHEET

Vendor:

Base Bid:	**Sign Type**	**Quantity**	**Unit Price**	**Extended Price**
	DIR-N	1		
	DIR-O	9		
		Base Bid Total		

Alternate Bid No.1:	**Sign Type**	**Quantity**		
	RG-A	1		
	RG-B	6		
	RG-C	7		
	RG-D	3		
	RG-E	1		
	RG-F	3		
	RG-G	4		
		Alternate Bid No. 1 Total		

Initials

Alternate Bid No.2:	**Sign Type**	**Quantity**		
	DED-A	2		
	Total Bid (Base Bid + All Alternates)			

ATTACHMENT 1A - ITEMIZED BID SHEET

Vendor: _____

Base Bid:	**Sign Type**	**Quantity**	**Unit Price**	**Extended Price**

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

ATTACHMENT 2 - PROPOSAL BOND

BID BOND

(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, (hereinafter "Principal"), and the _____, a corporation duly organized under the laws of the State of _____, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto Gilbert, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of Gilbert, for the Work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for _____ _____.

NOW, THEREFORE, if Gilbert shall accept the Bid of the Principal and the Principal shall enter into a Contract with Gilbert, in accordance with the terms of such proposal and give the Bonds and Certificates of Insurance as specified in the Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to Gilbert the difference not to exceed the penalty of the bond between the amount specified in the Bid and such larger amount for which Gilbert may in good faith Contract with another party to perform the Work covered by the Bid, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the Section to the extent as if it were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Signed and sealed this _____ day of _____, 20___.

_____
Principal

_____
Title

Witness:

_____

_____
Surety

_____
Title

Witness:

_____

Address of Surety:

_____

_____

* Attach Power of Attorney

Services IFB
Form No. 1.3.4
Revised August 2, 2013

ATTACHMENT 3 - AUTHORIZED SIGNATURE FORM

TOWN OF GILBERT, ARIZONA

AUTHORIZED SIGNATURE FORM

Gilbert Contract Number: 2015-7102-0591

Contractor Name: _____

WHEREAS, the Town of Gilbert requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that

_____
(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor the following documents:

1. The CONTRACT
2. The Bond
3. Payrolls
4. Claims
5. CHANGE ORDERS
6. All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT

The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

_____
Name

_____
Title

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

Services IFB
Form No. 1.3.4
Revised August 2, 2013

I, _____ of the _____ corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said Board held on _____, 20_____, and that the same is in full force and effect at this time.

DATED _____, 20_____.

_____
(Officer of Corporation)

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20_____ by _____, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

_____
Notary Public

My Commission Expires:

_____

Services IFB
Form No. 1.3.4
Revised August 2, 2013

ATTACHMENT 4 - REFERENCES

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 5 YEARS. **These references may be checked, so please make sure all information is accurate and current.**

A. **ORGANIZATION**: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

B. **ORGANIZATION**: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

C. **ORGANIZATION**: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CONTACT: _____

TELEPHONE NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

ATTACHMENT 5 – DRAWINGS

(NOTE: Please see Drawings file on Town website at http://www.gilbertaz.gov/departments/finance-mgmt-services/purchasing-division/rfp-cip-open-bids)

ATTACHMENT 6 – SPECIFICATIONS

(NOTE: Please see Specifications file on Town website at http://www.gilbertaz.gov/departments/finance-mgmt-services/purchasing-division/rfp-cip-open-bids)

ATTACHMENT 7- AGREEMENT FOR SERVICES

AGREEMENT FOR SERVICES
Contract No. 2015-7102-0591

THIS Agreement is entered into as of this _____ day of _____, 20___, by and between Gilbert, Arizona, a municipal corporation, hereinafter referred to as the "Gilbert" and _____, hereinafter referred to as the "Contractor."

FOR THE PURPOSE of providing _____services for Gilbert, Gilbert and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Gilbert engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Gilbert, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work is set forth in the Bid Documents and Contractor's bid, which are attached hereto as Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Gilbert of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. "Key Personnel" includes the Contractor employee who will place his license number

and signature on key documents and those employees who have significant responsibilities regarding the Services and Contract.] Prior to changing such designation Contractor shall first obtain the approval of Gilbert.

1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Gilbert.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Gilbert.

1.4.1 Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 Gilbert designates _____ as its Contract Representative. All communications to Gilbert shall be through its Contract Representative.

1.5 Contract Term; Renewal. ***OPTION 1*** If funds for this Contract are not appropriated or budgeted by July 1, 20__, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract and continues through June 30, 20_____. The Contract may be renewed for up to _____ ( ) additional ___-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Purchasing Officer if: (1) the renewal Contract amount does not exceed $100,000; or (2) the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Gilbert and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment less than 10% of the original contract price may be approved by the Purchasing Officer. The Gilbert Council must approve renewal in all other cases. Any renewal

shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

OPTION 2: If funds for this Contract are not appropriated or budgeted by July 1, 20__, Gilbert may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commence upon issuance of a Notice to Proceed by Gilbert or Purchase Order. All services shall be completed by _____, 20__. Any intermediate deadlines or milestones are set forth in Exhibit C.

1.6 Schedule of Services. The Schedule of Services is set forth in Exhibit C. ***OPTION – DELETE THE FOLLOWING IF OPTION 2 WAS USED:*** If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed $_____.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

2.3 The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.

2.4 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Gilbert will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is

distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

3.2 Emergency Response.

3.2.1 Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2 Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

[OPTION: 3.2.3 Payment. Contractor shall be paid a premium not to exceed 10% above the standard contract prices for any services or supplies provided in the case of an emergency, at Gilbert's direction, and shall be entitled to reimbursement of expenses not covered by the standard contract prices at a premium not to exceed 10% above actual expenses. In considering the premium to be paid, Gilbert shall consider the good-faith efforts of Contractor to respond, the timeliness of response, and any other factors deemed relevant by either of the parties. If Gilbert believes Contractor's response was adequate, the full 10% premium will be paid; if not, Gilbert, in its reasonable discretion, will pay a lesser premium.*]*

[DELETE OR MODIFY PARAGRAPH 4 IF RISK MANAGER APPROVES]

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Gilbert as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Gilbert and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Gilbert's Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

b. Auto Liability-Under ISO Form CA 20 48 or equivalent.

c. Excess Liability-Follow Form to underlying insurance.

4.10. Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claims and $2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT ***[YOU MAY MODIFY THIS PARAGRAPH IF TOWN ATTORNEY APPROVES.]***

6.1 Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of

materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Gilbert's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an

employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert's consent.

7.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT: CONTRACTOR:

Town Manager
Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Gilbert's Members and Others. No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes..

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

TOWN OF GILBERT

By: _____
_____, Mayor

ATTEST:

By: _____
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

By: _____
L. Michael Hamblin
Town Attorney

CONTRACTOR

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

[ATTACH SCOPE FROM THE INVITATION FOR BIDS – SECTION III]

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C
SCHEDULE OF SERVICES

[IF A SCHEDULE IS NOT APPLICABLE TO THIS CONTRACT, FILL IN "N/A"]

EXHIBIT D
PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

2. Attached hereto as Exhibit D-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

Description	**Amount**

[IF THE CONTRACT IS FOR A LUMP SUM OR FIXED FEE, EXHIBIT D-1 IS NOT REQUIRED. MOST CONTRACTS PROVIDE FOR NOT TO EXCEED AMOUNTS AND EXHIBIT D-1 IS NECESSARY.]

B. Method of Payment

Invoices shall be on a form and in the format provided by Gilbert and are to be submitted in triplicate to Gilbert via Gilbert's authorized representative.

C. Reimbursable Costs

Contractor will be reimbursed for expenses up to a maximum amount of $_____.
The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at____ cents per mile. Any out of state travel must receive prior approval of Gilbert.)

2. Costs of printing, as required by the contract.

3. Cost of long distance telephone, postage, UPS, Federal Express, etc.

4. Costs of faxes at $____ per page.

5. Cost of other items as required, with prior approval from Gilbert.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: GILBERT [ ]
CONTRACTOR [ ]
OTHER [ ]

PROJECT: _____ DATE:
OWNER: Town of Gilbert
CONTRACTOR:
AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Gilbert and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders_____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of
_____

The new compensation under the Agreement including this Change Order will be
_____

The Contract Time will increase by _____

_____ACCEPTANCE STATUS:

_____	_____
Contractor	Town of Gilbert
By _____	By _____
Date _____	Date _____

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

Agreement including this Change Order will be _____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____	_____
Contractor	Town of Gilbert
By _____	By _____
Date _____	Date _____

[CONTRACT BOND]

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal"), and _____, a corporation organized and existing under the laws of the State of _____, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto Gilbert, County of Maricopa, State of Arizona in the amount of _____ Dollars ($_____), for the payment of which, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the CONTRACT during the original term of the CONTRACT and any extension of the CONTRACT with or without notice to the Surety, and during the life of the guaranty required under the CONTRACT, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the CONTRACT that may hereinafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

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

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20___.

_____
PRINCIPAL SEAL

By _____

_____
SURETY SEAL

By _____

Address of Surety:

_____

_____

_____
AGENT OF RECORD

_____
AGENT ADDRESS

* attach Power of Attorney

[LABOR AND MATERIALS BOND]
STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal"), as Principal and _____, a corporation organized and existing under the laws of the State of _____, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto Gilbert, County of Maricopa, State of Arizona in the amount of _____ Dollars ($_____), for the payment of which the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or MATERIALS to the Principal or the Principal's SUBCONTRACTORS in the prosecution of the WORK provided for in the CONTRACT, this obligation is void. Otherwise it remains in full force and effect.

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

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

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20___.

_____
PRINCIPAL SEAL

By _____

_____
SURETY SEAL

By _____

Address of Surety:

_____

_____

_____
AGENT OF RECORD

_____
AGENT ADDRESS

* Attach Power of Attorney