

**PROPOSED CITY OF APACHE JUNCTION AGREEMENT FOR  
PROSPECTOR PARK DRAINAGE IMPROVEMENTS**

**PROJECT NO. P&R PP DRAINAGE 2024-008**

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and PRIMARY CONSTRUCTION INC, an Arizona corporation ("Contractor"), who shall be collectively referred to as the "Parties", or individually as a "Party".

**RECITALS**

A. Contractor has responded to City's request for bid (the "RFB" and response both being considered the "Contract Documents") via RFB No. P&R PP DRAINAGE 2024-008, in which Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the "Work").

B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

C. City has complied with the public bidding requirements under Arizona Revised Statutes Title 34 and Apache Junction City Code, Vol. I, Chapter 3: Administration, Article 3-7: Procurement Procedures.

**AGREEMENT**

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. **PROJECT DESCRIPTION**: Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with the Contract Documents as fully described in the Notice Inviting Bid Proposals for Project No. P&R PP DRAINAGE 2024-008 which includes all required specifications.

2. **PRICES**: Prices shall be governed under Exhibit A for the performance of the work under the contract documents.

3. **PAYMENTS & COMPLETION**: The total amount payable by the City to the Contractor shall not exceed Three Hundred Forty Two Thousand Eight Hundred Twelve Dollars and Twelve Cents (\$342,812.12) (the "Contract Sum") for the performance of the Work under the Contract Documents except for changes authorized by properly executed change orders (contingency), which shall not

exceed an additional 5% of the Contract Sum, in the amount of Seventeen Thousand One Hundred Forty Dollars and Sixty One Cents (\$17,140.61), for a grand total of Three Hundred Fifty Nine Thousand Nine Hundred Fifty Two Dollars and Seventy Three Cents (\$359,952.73). All contracts will be operable for their full term at the rates quoted in the initial bid proposal, unless otherwise extended in writing by the City. Upon notice that the Work is ready for final inspection or acceptance, a City representative shall promptly cause an inspection to be made. Once City finds the Work acceptable under the Contract Documents, City shall promptly submit for processing a certificate for payment stating that, to the best of its knowledge, information and belief on the basis of its observation and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that partial payment or the entire balance due the Contractor is payable. Final payment shall not become due until the Contractor submits to the City all required lien waivers, releases and any other data establishing payment or satisfaction of all Contractor's obligations. If any subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond to indemnify City against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to City all monies that the latter may be compelled to pay in discharging such liens, including all costs and reasonable attorney fees.

4. **CONTRACT TERM:** The Term of this Agreement shall be performed from February 19, 2025 through July 31, 2025. Extensions shall only be allowed as mutually agreed upon in writing by the Parties. Renewals shall only be allowed as mutually agreed upon in writing by the Parties.

5. **LABOR AND MATERIALS:** Unless otherwise provided in the contract documents, Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

6. **WARRANTY:** Contractor shall guarantee the Work against defective workmanship or materials for a period of one (1) year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted. Any omission on the part of City to condemn defective work or materials at the time of construction shall not be deemed an acceptance and Contractor will be required to correct defective work or materials at any time before final acceptance. Within one (1) year from the date of final acceptance due to faults in workmanship or materials, Contractor shall begin making the necessary repairs to the satisfaction of City within fourteen (14) calendar days of receipt of written notice from City. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work all at no additional cost to City. In the case of Work materials or equipment for which warranties are required by the special provisions of the Contract Documents, Contractor shall provide or secure from the appropriate subcontractor

or supplier such warranties addressed to and in favor of City and deliver same to City prior to final acceptance of the Work. Delivery of such warranties shall not relieve Contractor from any obligation assumed under any other provision of the contract. The warranties and guarantees provided in this subsection shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law, and shall survive the expiration of this Agreement for the time period mentioned above.

7. **TAXES:** Contractor shall pay all license, sales, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than City.

8. **PERMITS & FEES:** Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract and which are legally required. 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 Work. City permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes “doing business in the City of Apache Junction” and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time Work is performed pursuant to the warranty provisions set forth in Section 6. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

9. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor’s performance of the services retain Contractor’s status as an independent Contractor. Contractor’s employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes, or provide workers’ compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work required by the contract documents.

Contractor shall be responsible to City for the acts and omissions of its employees.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from, or alleged to have arisen from, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or its subcontractors in the performance of the Work under this Agreement or any subcontract. Contractor's duty to defend, hold harmless and indemnify City, its special districts, elected and appointed officers, officials, agents, 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 resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or services Contractor may be legally liable, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Work or services Contractor may be legally liable in the performance of the Work under this Agreement or subcontract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The rights and obligations under this Section shall survive termination of this Agreement.

**11. ENFORCED DELAYS (FORCE MAJEURE):** Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Project. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by

Contractor in connection with the Project. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

12. **GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

13. **INSURANCE:** Contractor, at its own expense, shall purchase and maintain the minimum insurance and other additional requirements set forth herein.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respect to City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or services.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be

applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers' Compensation, required by this Agreement, shall name City, its agent, officers, officials and employees as additional insured parties.

### **REQUIRED COVERAGE**

#### **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011-93 or the equivalent thereof. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office Inc.'s Additional Insured, Form CG 20101185, or the equivalent thereof, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, City and

Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

#### **Workers' Compensation (Not Applicable to Sole Proprietorships)**

Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Contractor will require subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of Contractor.

### **CERTIFICATE OF INSURANCE**

Prior to commencing work or services under this Agreement, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance, to be filed with the City Clerk of City.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

14. **CHANGE ORDERS:** A change order is a written order to Contractor, approved by a City representative, issued after execution of this construction agreement authorizing a change in the Work or an adjustment in the construction agreement sum or the construction agreement time. A change order signed by Contractor indicates his agreement therewith. City may, without invalidating this construction agreement, order changes in the Work within the general scope of this construction agreement consisting of additions, deletions or other revisions, the

construction agreement sum and the construction agreement being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of this construction agreement. City representative shall have authority to order minor changes in the Work not involving an adjustment in the construction agreement sum or extension of construction agreement time and not inconsistent with the intent of this construction agreement. All such changes shall be effected by written order and shall be binding upon City and Contractor.

15. **SUCCESSORS, ASSIGNMENT & DELEGATION:** City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the contract shall assign the contract or sublet it as a whole or delegate the duties hereunder without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of City.

16. **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

17. **SAFETY:** Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

18. **RIGHTS & REMEDIES:** The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

19. **PAYMENT & PERFORMANCE BONDS:** City shall have the right to require Contractor to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising hereunder.

20. **TERMINATION OF CONTRACT:** If, for any reason, Contractor shall fail to fulfill in a timely and proper manner his/her obligations under the contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of the contract, City shall thereupon have the right to terminate the contract by giving written notice to Contractor of such termination and specifying the effective date thereof.



Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the contract by Contractor.

City may terminate the contract at any time by giving at least twenty-four (24) hours notice in writing to Contractor. If the contract is terminated by City as provided herein, Contractor will be paid for the time expended and expenses incurred up to the termination date.

21. **APPEALS**: All contractual grievances shall be submitted in writing to City Manager within five (5) calendar days after the difference of opinion or grievance occurs relating to any of the provisions of the terms of this Agreement. Within five (5) calendar days of receiving a written grievance, the City Manager shall respond in writing to the company. The City Manager's decision shall be final and binding, subject only to a further appeal in the Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

22. **RECORDS**: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

23. **AMENDMENT**: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties.

24. **ENTIRE AGREEMENT**: This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

25. **SEVERABILITY**: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this

Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

26. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

27. **CONFLICT OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

28. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

29. **CERTIFICATION PURSUANT TO A.R.S. § 35-394.** In accordance with Arizona Revised Statutes § 35-394, Contractor hereby certifies and agrees that Contractor does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this Agreement that Contractor is not in compliance with this Section, then Contractor shall notify the City within five (5) business days after becoming aware of such noncompliance. If Contractor does not provide the City with written certification that Contractor has remedied such noncompliance within one hundred eighty (180) days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

30. **COMPLIANCE WITH FEDERAL AND STATE LAWS:** Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of

1989 to the services performed under this Agreement.

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 will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, 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 Agreement that is subject to penalties up to and including termination of this Agreement. 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. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if 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). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that 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.

31. COOPERATIVE USE OF CONTRACT: City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures “SAVE” cooperative. This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR:**

**PRIMARY CONSTRUCTION INC., an  
Arizona corporation**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

**CITY OF APACHE JUNCTION, an Arizona  
municipal corporation**

By: Walter "Chip" Wilson  
Title: Mayor

**ATTEST:**

\_\_\_\_\_  
Yvette McKinney, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard J. Stern  
City Attorney

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of  
PRIMARY CONSTRUCTION INC., an Arizona corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PINAL )

The foregoing was subscribed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by Walter "Chip" Wilson, as Mayor of the City of  
Apache Junction, Arizona, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**  
**COST PROPOSAL**

**COST PROPOSAL****PROJECT NO. P&R PP DRAINAGE 2024-008**FIRM: PRIMARY CONSTRUCTION, INC.ADDRESS: 2656 E ENCANTO ST., MESA, AZ 85213TELEPHONE: (480) 735-9853Fax N/A**BASE BID**

	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	REMOVE EXISTING 49"X33" HORIZONTAL ARCH CMP	23	LF	43.49	1,000.27
2	REMOVE EXISTING 71"X47" HORIZONTAL ARCH CMP	41	LF	45.04	1,846.64
3	REMOVE CONCRETE SIDEWALK	1555	SF	8.38	13,030.90
4	REMOVE SAFETY RAILING	60	LF	10.30	618.00
5	REMOVE CONCRETE HEADWALL	60	LF	78.13	4,687.80
6	REMOVE ROCK HEADWALL	58	LF	68.66	3,982.28
7	FURNISH AND INSTALL CONCRETE SIDEWALK	1323	SF	12.14	16,061.22
8	FURNISH AND INSTALL SAFETY RAILING PER MAG STD DTL 145	126	LF	68.13	8,584.38
9	FURNISH AND INSTALL HANDRAIL	97	LF	68.13	6,608.61
10	FURNISH AND INSTALL NEW 3'X8' REINFORCED CONCRETE BOX CULVERT	12	LF	906.46	10,877.52
11	FURNISH AND INSTALL NEW 3'X6' REINFORCED CONCRETE BOX CULVERT	40	LF	887.88	35,515.20
12	FURNISH AND INSTALL 3' X 6' BOX CULVERT OUTLET WING WALL PER ADOT DTL 6.08 (1 OF 8). TOP SLOPE 2:1	1	EA	26,117.02	26,117.02
13	FURNISH AND INSTALL 3' X 6' BOX CULVERT INLET WING WALL PER ADOT DTL 6.08 (3 OF 8). TOP SLOPE 2:1	1	EA	26,117.02	26,117.02
14	FURNISH AND INSTALL STRAIGHT TYPE INLET HEADWALL	1	EA	28,593.94	28,593.94

	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
15	FURNISH AND INSTALL STRAIGHT TYPE OUTLET HEADWALL	1	EA	29,832.41	29,832.41
16	FURNISH AND INSTALL#5 REBAR DOWEL	45	EA	106.76	4,804.20
17	SCARIFY TOP OF BOX CULVERT	240	SF	2.37	568.80
18	LOOSE ANGULAR RIPRAP, D50 = 12"	482	CY	188.18	90,702.76
19	MOBILIZATION	1	LS	16,229.52	16,229.52
20	CONTRACTOR QA/QC TESTING	1	LS	5,677.88	5,677.88
21	PERMITS AND EROSION CONTROL	1	LS	11,355.75	11,355.75

TOTAL BASE LUMP SUM BID \$ 342,812.12

Three hundred forty-two thousand, eight hundred twelve dollars and twelve cents.

Total Base Lump Sum Bid in Words



Date 1/15/2025

Signature

Paul Wirth

Title President

#### BID ALTERNATE 1

	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	SAWCUT PAVEMENT	112	LF	11.94	1,337.28
2	REMOVE ASPHALTIC CONCRETE PAVEMENT	69	SY	22.89	1,579.41
3	REMOVE EXISTING 42" CMP	130	LF	27.25	3,542.50
4	REMOVE EXISTING CONCRETE CURB	20	LF	11.44	228.80
5	REMOVE WOODEN SAFETY POSTS	13	EA	57.22	743.86
6	REMOVE CONCRETE SCUPPER	1	EA	457.75	457.75
7	ASPHALTIC CONCRETE PAVEMENT, 3" DEPTH	69	SY	168.29	11,612.01



	DESCRIPTION OF SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
8	AGGREGATE BASE COURSE, 6" DEPTH	69	SY	64.84	4,473.96
9	FURNISH AND INSTALL CONCRETE CURB	20	LF	25.06	501.20
10	FURNISH AND INSTALL SAFETY RAILING PER MAG STD DTL 145	54	LF	68.13	3,679.02
11	FURNISH AND INSTALL CONCRETE SCUPPER WITH GROUTED RIPRAP BASE	11	LF	296.99	3,266.89
12	FURNISH AND INSTALL NEW 3'X8' REINFORCED CONCRETE BOX CULVERT	68	LF	906.46	61,639.28
13	FURNISH AND INSTALL 3' X 8' BOX CULVERT OUTLET WING WALL PER ADOT DTL 6.08 (1 OF 8). TOP SLOPE 2:1	1	EA	26,117.02	26,117.02
14	FURNISH AND INSTALL 3' X 8' BOX CULVERT INLET WING WALL PER ADOT DTL 6.08 (3 OF 8). TOP SL	1	EA	26,117.02	26,117.02
15	LOOSE ANGULAR RIPRAP, D50 = 12"	134	CY	180.40	24,173.60

**TOTAL ALTERNATE 1 LUMP SUM BID**      \$ 169,469.60

One hundred sixty-nine thousand, four hundred sixty-nine dollars and sixty cents.

**Total Alternate 1 Lump Sum Bid in Words**

 \_\_\_\_\_ **Date** 1/15/2025  
**Signature**

Paul Wirth \_\_\_\_\_ **Title** President  
**Printed Name**