

**CONTRACT FOR SERVICES
CITY OF BISBEE**

THIS CONTRACT is made this 5th day of March, 2019, by and between the City of Bisbee (hereinafter “the City”) and Conklin Electrical, ETC., LLC (hereinafter “the Contractor”).

WHEREAS the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as Grassy Park Lighting Project and as incorporated herein by reference; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

NOW, THEREFORE, in consideration of the promises and covenants stated herein,
IT IS HEREBY AGREED THAT:

1. The Contractor promises and agrees to perform the work and to provide the services as described in the “Notice of Solicitation” and the “Specifications, Scope of Work or Requirements,” each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the “Standard Terms and Conditions, City of Bisbee Contract,” which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period of forty-five (45) days from the date of approval, or for such period as may be otherwise specified in the Contract Documents. It may be renewed for an additional period upon the mutual agreement of the parties.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed \$55,000. The City shall have the right to reject all or any work or work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the Contractor’s sole cost.

5. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period. The Contractor's billing period shall be on a monthly basis, or as otherwise specified in the Contract documents. The Contractor shall provide periodic reports and updates on the progress being made in connection with these payment requests, sufficient for the City to determine that satisfactory progress is being made.

The City agrees to pay an up-front cost of \$33,000 to Contractor for materials.

6. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR: Conklin Electrical, ETC., LLC
PO Box 1514
Bisbee, AZ 85603

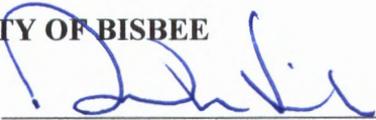
TO CITY: City of Bisbee
P.O. Box 4601
Bisbee, Arizona 85603

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:

CITY OF BISBEE

By



David M. Smith, Mayor

APPROVED:

CONTRACTOR



Name: Todd Conklin

Title: Owner

Address: PO Box 151

Bisbee, AZ 85603

ATTEST:



Ashlee Coronado, City Clerk

APPROVED AS TO FORM:



Elda Orduno, City Attorney



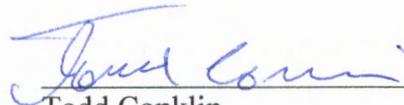
**ADDENDUM TO CONTRACT FOR SERVICES
BETWEEN CITY OF BISBEE AND CONKLIN ELECTRICAL, ETC., LLC
FOR INSTALLATION OF THE GRASSY PARK LIGHTING PROJECT**

Conklin Electrical, Etc., LLC (“Contractor”) hereby agrees that the installation of lighting at Grassy Park shall be fully completed within forty-five (45) days from the date the Contract for Services is entered into by Contractor and the City of Bisbee. The Contract for Services is incorporated herein by reference.

Should final completion be delayed for a reason outside of Contractor’s control, the City may grant an extension of time for final completion. It is solely up to the City to decide if a reason is outside of Contractor’s control. Furthermore, the length of any extension must be reasonable, as determined solely by the City. Any extension must be in writing and signed by both Parties.

Should Contractor fail to complete the project within forty-five (45) days, the failure will be considered a breach of the Contract for Services and the City will take any and all legal recourse available to it to minimize its damages.

3-7-19
Dated



Todd Conklin
Conklin Electrical, Etc., LLC



Conklin Electrical, ETC., LLC

Page No. _____ of _____

PO Box 1514
Bisbee, AZ 85603
520.255.9195 (cell)
ROC # 315998

PROPOSAL

PROPOSAL SUBMITTED TO City of Bisbee/Ashlee Coronado		TODAY'S DATE 1/22/2019	DATE OF PLANS/PAGE #'S TBD
PHONE NUMBER 520-432-6012	FAX NUMBER N/A	JOB NAME Installation of Grassy Park Lighting	
ADDRESS, CITY, STATE, ZIP Grassy Park, 5 Copper Queen Plaza Bisbee, AZ 85603		JOB LOCATION Grassy Park, 5 Copper Queen Plaza Bisbee, AZ 85603	

- Purchase and install two 25-foot-High Poles With 4 LBM-VOLTAGE-27K-FL-FINISH-DIM-UL-XXFT WITHLBMVS-FINISH-BLK LUMENBEAM ALG 7200 fixtures
- Fixtures each focused on the mining museum building. The fixtures have eyebrow shields
- Purchase and install six PLB-102-FINISH-ASM-WW-00-04 solar powered 3-foot-high bollard light fixtures
- Purchase and install one 15-foot-high pole with one ALG7200-VOLTAGE -CSL-S60-30K-CRI 70-4-FINISH-DIM-SP ornamental area light directed to the crosswalk. The fixture is shielded
- Relocate existing pole light to the right of the information display board
- Provide trenching, concrete cut for trench and finished slab from existing light pole to new light location for both 25-foot LUMENPLULSE light poles
- Provide trenching and material from existing junction box to new 15-foot LUMENPULSE pole
- Provide trenching and material to pole relocation area to the right of the information display board
- Conklin Electrical, ETC., LLC will provide all City of Bisbee permits and fees

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:
 Fifty-Five Thousand _____ dollars (\$ _____ Trench from new main 55,000.00)

Payment as follows: Cash or Check Payable to: Todd Conklin

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. If final payment is not received within five working calendar days a 20% late fee will be applied to total balance. Late fee will start again once the fifth calendar day has ended.

Authorized
Signature _____

Note: this Invoice may be withdrawn by us
if not accepted within 5 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

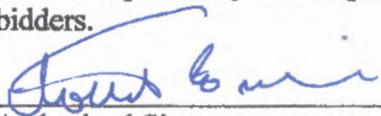
Signature _____

Date of Acceptance _____

PROPOSAL

TO THE CITY OF BISBEE:

The undersigned hereby offers the following Proposal and agrees to furnish the materials and/ or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this Notice of Solicitation. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with the Notice of Solicitation, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.


Authorized Signature

Jan 20, 2019
Date

Todd Conklin, Electrician
Printed Name and Title

Company Name Conklin Electrical ETC., LLC
Address PO BOX 1514
City, State and Zip Code Bisbee, AZ 85603
Telephone Number(s) 520.255.9195
Company's Fax Number none
Email Address conklineselectrical@gmail.com

[ATTACH PROPOSAL TO THIS PAGE]

**ACCEPTANCE OF PROPOSAL
NOTICE OF AWARD**

The Proposal is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of the Contract to the Vendor.

The Vendor is bound to provide the materials and/or services identified in the Proposal, subject to all terms, conditions, specifications, amendments, and other requirements set forth in this Notice of Solicitation and the Contract.

The Vendor shall not commence any billable work or provide any materials or services under this document until the Vendor and the City execute the Contract and the Vendor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By



Its:

Mayor

Date:

March 7, 2019