



**NOTICE & REQUEST FOR BIDS
TOWN OF YOUNGTOWN**

Services: **FIRE ALARM SYSTEM INSTALL AND MONITORING SERVICES**

Proposal Opening/Deadline for Submittal: February 2, 2017 at 2:00 pm.
Location: 12030 N. N. Clubhouse Square
Youngtown, Arizona 85363
Town Staff Contact/ Telephone number: Marty Mosbrucker, 623-933-8286
Contract Documents available at: Proposal documents may be downloaded
from <http://youngtownaz.org> at no charge.

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the Town of Youngtown Clerk's Office, 12030 N. N. Clubhouse Square, Youngtown, AZ 85363 until 2:00 p.m. on February 2, 2017 for the above services. Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time. Proposals will be opened at 2:00 p.m. at the Town of Youngtown, 12030 N. N. Clubhouse Square, Youngtown, Arizona 85363, and the names of proposers publicly read aloud immediately after the time for receiving proposals.

Pre-Construction Meeting: A pre-construction meeting/walk-thru will be held on Thursday, January 26, 2017 at 2:00 p.m.; 12030 N. Clubhouse Square, Youngtown, AZ 85363.

Work Summary: Youngtown seeks FIRE ALARM SYSTEM INSTALL AND MONITORING SERVICES. The install services are required to be completed within 30 days from the Notice to Proceed or Purchase Order as applicable. The monitoring service needs to be presented as a separate quote.

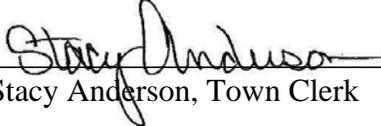
Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposals, which may be downloaded from <http://youngtownaz.org> or obtained by contacting Public Works Manager, Marty Mosbrucker at 623-933-8286. Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: Youngtown reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason Youngtown determines.

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

DATED: January 10, 2017 TOWN OF YOUNGTOWN, ARIZONA

Publications Date(s): January 10th, 11th, 17th, 18th, 2017.


Stacy Anderson, Town Clerk

IMPORTANT

PROPOSER'S CHECK LIST

- 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)
- 2. Authorized Signature Form is enclosed.
- 3. Any required descriptive literature or other information have been included.
- 4. The mailing envelope/package has been addressed to:

Town of Youngtown
Town Clerk's Office
12030 N. Clubhouse Square
Youngtown, AZ 85363

- 5. Proposal Package/Envelope has been identified with and titled:

Fire Alarm System Install and Monitoring Services

- 6. The proposal 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 Proposal cannot be considered.)
- 7. The Proposal Bond has been included.
- 8. The Proposal 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 proposal cannot be considered.)

**REQUEST FOR PROPOSAL DOCUMENTS FOR:
FIRE ALARM SYSTEM INSTALL AND MONITORING FOR THE TOWN OF
YOUNGTOWN, ARIZONA**

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, Town of Youngtown, 12030 N. Clubhouse Square, Youngtown, Arizona 85363, until 2:00 p.m. on February 2, 2017, at which time the names of the proposers will be opened and publicly read. Proposer prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). Proposer shall provide all necessary licensing and bonding necessary for the Project. The Proposal Documents are available for downloading from <http://www.youngtownaz.org> or by contacting Public Works Manager, Marty Mosbrucker, at 623-933-8286.

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

1.4 Proposals: All proposals must be submitted in a sealed envelope clearly marked "Proposal for FIRE ALARM SYSTEM INSTALL AND MONITORING Project– Office of the Town Clerk".

1.5 Town's Right to Reject Proposals: The Town of Youngtown reserves the right to reject any and all proposals and to waive technicalities.

1.6 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Youngtown. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

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

1.8 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Youngtown and shall become a matter of public record for review, subsequent to Proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Youngtown in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Youngtown will not insure confidentiality of any portion of the Proposal that is submitted in the event that a

public record request is made. Youngtown will provide 48 hours' notice before releasing materials identified by the Proposal as confidential or proprietary in order for the Proposer to apply for a court order blocking the release of the information.

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

1.10 Proposal Acceptance Period: All Proposals shall remain open for thirty (30) days after the day of the opening of Proposals, but Youngtown may, at its sole discretion, release any Proposal and return the Proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Youngtown. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Youngtown may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.11 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposals are responsible for obtaining all addenda.

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

1.13 Proposers must be licensed and insured to perform these services.

1.13.1 Youngtown reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so.

1.13.2 A Proposal (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

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

1.13.4 Waiver and Rejection Rights: The Town of Youngtown reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.14 **Proposal Preparation:**

1.14.1 Format: Proposers shall submit their Proposal with an original and one (1) copy and shall be submitted on the proposers standard proposal form(s).

1.14.2 No Facsimile or Electronic Mail Proposals: Proposals may not be submitted via facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

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

1.14.4 No Modifications: Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

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

1.14.6 Evidence of Intent to be Bound: The Proposal form shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of 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 Proposal.

1.14.7 Non-Collusion and Non-Discrimination: By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposal 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.

1.15 **Inquiries:**

1.15.1 Duty to Examine: It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.15.2 Contact Person: Any inquiry related to a Proposal, including any requests for or inquiries regarding standards referenced in the Proposal should be directed solely to the Contact person listed on the cover page of the Proposal. The Proposer shall not contact or direct inquiries

concerning this Proposal to any other Town employee unless the Proposal specifically identifies a person other than the Contact Person as a contact.

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

1.15.4 No Right to Rely on Verbal Responses: A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Proposal.

II. GENERAL CONDITIONS.

2.1 Contract Term; Renewal:

The Contract commences upon execution. A form of contract is attached hereto as Exhibit A. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by Youngtown. Installation services shall be completed within 30 days of a Notice to Proceed by Youngtown.

The Town will also require the Contractor to enter into a Fire Alarm Monitoring Contract with the Town. A form of contract is attached hereto as Exhibit B. The Fire Alarm Monitoring Contract created by this request and the resulting quotation may be renewed for up to four successive one-year terms. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the Contractor notifies Youngtown, in writing, of any rate increase and Youngtown approves of the increase in writing.

2.2 Bonds:

2.2.1 Bonds Required: Concurrently with the execution of the Contract, the Contractor shall furnish Youngtown 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 Youngtown.

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 Youngtown. 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 Protests: A Proposer 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 Proposal, or within 72 hours after issuance of a notice of apparent low responsive and responsible Proposer, 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.

2.4 Proper license and bonding: The Proposer must present proof of proper licensing and bonding.

III. SCOPE OF WORK.

3.1 The scope and work shall include the following:

1. Installation of a Code Compliant Fire Alarm System for the Town of Youngtown Town Hall Building, Community Development Building, Food Pantry, EOC Area, MCSO and Court area and Code Enforcement Building.
2. Installation of the appropriate number of Non-Proprietary Addressable Fire Alarm Control Panels, a Remote Annunciators, and an Auxiliary Power Supplies for the Audible-Visual Fire Alarm Occupant Notification Devices.
3. Include the appropriate number of addressable and conventional heat detectors.
4. Include the appropriate number of addressable and conventional smoke detectors.
5. Include the appropriate number of Audio-Visual Fire Alarm Warning Devices for Occupant Notification in the event of a Fire Emergency.
6. Include new wiring for the Initiation and Notification Circuits, Signal Line Circuit, and Auxiliary Power Supply.
7. Include trenching and back fill for any connectivity between buildings for installation of underground wiring.
8. Include asphalt cutting, trenching, back fill and asphalt patching for any connectivity between buildings for the installation of new underground wiring.
9. Include all labor, conduit, wire, fittings, fasteners, hangers, and miscellaneous hardware for a Code-Compliant Installation.

10. Design Engineering, Plans Development and Submittal, Permitting and Final Inspection by the Youngtown Building Department and the Sun Town Fire Marshall.
11. Include staff training on the operation of the Fire Alarm System.
12. Include and install fire department lock boxes in the appropriate locations on the affected buildings.
13. Include electronic copy (USB) of As-Built Fire Alarm Plans and Fire Alarm Panel Software and Programming Information.
14. Include a quote for an alarm monitoring services agreement. The quote should include a proposal for fire alarm monitoring services 24 hours per day, seven days per week for the following facilities:

- Town Hall Building
- Community Development Building
- Food Pantry
- EOC Area, MCSO and Court area (the EOC area, MCSO and Court area are one building)
- Code Enforcement Building

A separate monitoring contract will be entered into by the Parties as attached hereto as Exhibit B.

IV. PROPOSER'S PROPOSAL.

4.1 Proposal's Proposal: For the Proposal opening on February 2, 2017 for the FIRE ALARM SYSTEM INSTALL AND MONITORING Project.

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

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

4.4 Contract Acceptance: Proposer proposes and agrees that if this Proposal is accepted, he or she will enter into a contract with the Town of Youngtown within ten (10) days after Youngtown's acceptance of this Proposal at the listed scheduled price. Proposer also agrees to enter into a contract with the Town of Youngtown for the monitoring services as described in Proposer's quote for the addresses listed above. Forms of contract are attached hereto as Exhibits A and B.

4.5 Affidavit: The following affidavit is submitted by the Proposal as part of this Proposal:

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

That Proposal has received and reviewed all Attachments issued for this Proposal.
(Proposer’s failure to list all Attachments issued shall be grounds for rejection of the Proposal).

Name

Title

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

Notary Public

My Commission Expires:

TOWN OF YOUNGTOWN, ARIZONA

AUTHORIZED SIGNATURE FORM

Youngtown Contract Number: _____

Contractor Name: _____

WHEREAS, the Town of Youngtown 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 _____)

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:

PROPOSAL 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 Youngtown, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the Proposal included in the proposal, submitted by the Principal to the Mayor and Council of Youngtown, 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 Proposal for FIRE ALARM SYSTEM INSTALL AND MONITORING SERVICES.

NOW, THEREFORE, if Youngtown shall accept the Proposal of the Principal and the Principal shall enter into a Contract with Youngtown, 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 materials 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 Youngtown the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which Youngtown may in good faith Contract with another party to perform the Work covered by the Proposal, 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

Witness: Title

Address of Surety:

* Attach Power of Attorney

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 Youngtown, 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
Youngtown, entitled FIRE ALARM SYSTEM INSTALL AND MONITORING
PROJECT.

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 Youngtown, 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
Youngtown, entitled FIRE ALARM SYSTEM INSTALL AND MONITORING PROJECT.

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 _____

EXHIBIT A

TOWN OF YOUNGTOWN

CONTRACT FOR FIRE ALARM INSTALLATION

This Agreement made and entered into this ____ day of _____, 2017, by and between _____, hereinafter designated as “CONTRACTOR”, and the Town of Youngtown, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as “TOWN.”

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Project Description: Contractor shall do and perform, or cause to be done and performed in accordance with this Contract the Project entitled Fire Alarm Install and Monitoring Services, hereinafter referred to as “The Project” or “The Work,” in accordance with and as more fully described in the Specifications, Drawings, Proposal Form, Proposal Security, Performance Bond, Labor and Materials (Payment) Bond, and Addenda thereto, if any hereinafter referred to as “Contract Documents,” all of which are incorporated herein by reference and made a part hereof as though set forth in full.

2. Performance Standard: The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits. “Completion” includes obtaining all certificates of occupancy or amendments of existing certificates, as the case may be. The Work must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades and levels before commencement of performance and whenever necessary during the progress thereof.

3. Contract Time: Contractor hereby fixes the time for completion of all Work required to be within 30 days beginning with the day following the starting date specified in the NOTICE TO PROCEED. Upon failure to complete the Work within the time specified, Contractor shall pay the amount of \$100.00 per day for each day the Work remains unfinished as and for liquidated damages incurred by the Town for failure to complete the Work within the specified time. A separate monitoring agreement shall be entered into by the parties for the monitoring services.

4. Subcontractors: The names of subcontractors submitted at the time of the submission of the Proposal to the Town shall be assumed to be the subcontractors which the Contractor shall use for Work required to be done under the Contract Documents. The Contractor shall make no substitution for any subcontractor, person, or entity previously selected if the Town makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom Town has made a reasonable objection. Contractor shall not be required to contract with anyone to whom he has made a reasonable objection.

5. Independent Contractor: Contractor is an independent contractor and not an agent or employee of the Town. Contractor shall supervise and direct the Work to be done, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to the subcontractors and their agents and employees, and other persons performing any of the Work under the Contract Documents.

6. Labor and Materials: Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

7. Taxes: Contractor shall pay all license, sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time Proposals are received, whether effective or subsequently applicable due to acts of jurisdictions or bodies other than the Town.

8. Permits and Fees: Contractor shall secure and pay for all permits, governmental 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.

9. Bonds: Concurrently with the execution of the Contract, the Contractor shall furnish the Town 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 the Town.

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.

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 the TOWN. 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 Powers of Attorney of the signing official.

10. Superintendent: Contractor shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent and be the agent of the Contractor and communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

11. Progress Schedule: Contractor, immediately after entering into the Contract, shall provide Town with any requested scheduling information and a proposed Progress Schedule for performance of the Work in a form acceptable to Town providing for commencement and completion of the Work within the Contract Time. Contractor shall prosecute the Work in a prompt and diligent manner and without hindering or delaying the Work of other Contractors or Subcontractors on the Project. Said Progress Schedule shall be supplemented thereafter upon request. Work shall not commence upon this Project until a written Notice to Proceed has been issued to the Contractor by Town. The Notice to Proceed will be considered issued on the date it is sent to the Contractor by certified mail, facsimile or delivered to him in person.

12. Drawings and Samples: Contractor shall furnish within three (3) business days following request therefore by Town detailed drawings of the Work and sample of materials required for the performance or coordination of the Work. Drawings and samples shall comply with the requirements of the Contract Documents or shall be rejected.

13. Errors in the Plans: The plans and specifications are presumed to be correct, but Contractor shall be required to check carefully all dimensions before beginning the Work. If any errors or omissions are discovered, Town's Representative shall be so notified in writing. The Town's Representative shall immediately notify the Project's Engineer, who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications and shall issue appropriate corrections. Any adjustments made by Contractor without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from an adjustment made by Contractor shall be paid by Contractor at his own expense.

14. Town's Right to Stop, Carry Out or Correct the Work: If at any time during the performance of the Work it appears to the Town, in its sole discretion, that Contractor will not complete the Work within the Contract Time and pursuant to the Progress Schedule, or if the manner in which the Contractor carries out its obligations interferes with the ability of other contractors or workers to perform work on the same site, Town shall have the sole and absolute right on seventy-two (72) hours written notice delivered to Contractor to replace Contractor by taking over the Work or procuring another to complete the Work. Such taking over shall not constitute or be construed as a waiver by Town of any action, claim or demand Town may have against Contractor by reason of injury or damage resulting to Town because of Contractor's failure of performance hereunder. Contractor shall pay to Town a sum equal to Town's total costs of completing such Work, and a sum for reasonable attorneys' fees and litigation expenses in taking over and completing such Work. In no event shall any delay in performance hereunder by Contractor be excused unless, and then to the extent only, such delay is excused by Town in writing.

15. Warranty: Contractor warrants to Town that all materials and equipment furnished under this Contract will be new, and that all Work will be of good quality, free from faults and defects. Contractor further guarantees all Work and materials for a period of two

year(s) from the date of acceptance of the Project. Should any portion of the Work need replacement or repair within two year(s) from the date of completion due to construction methods or material failure, the Contractor shall replace such Work at no cost to Town. If Contractor fails within reasonable time to replace or repair any portion of the Work deemed to be needed, Town may cause said Work to be done and Contractor agrees to pay all costs incurred therein. All Work not conforming to the Contract Documents, including substitutions not property approved and authorized, may be considered defective. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

16. **Indemnification:** The Contractor and its Surety, their successors and assigns, shall indemnify and hold harmless the Town, members of the Town’s governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions, costs, including, but not limited to, costs of defense, attorneys’ fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person or property, including natural resources, arising out of the Work performed under the terms of the Contract Documents, or on account of any act or omission by the Contractor or its agents, employees or representatives, or from any claims or amounts arising or recovered under Workers’ Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of Contractor, its agents, employees or representatives to fulfill Contractor’s obligations under the Contract Documents. It is the intent of the parties to this Contract that the Town shall, in all instances, be indemnified against all liability losses, and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

17. **Insurance:** The Contractor shall secure and maintain throughout the term of this Contract, the following insurance in the name of Contractor, naming the Town as additional insured with respect to claims which may arise out of or result from Contractor’s acts, operations or negligence or those of its subcontractors, or anyone directly or indirectly employed by any of them including officers, employees, agents or representatives for matters related to this Contract. The coverage shall be provided on an “occurrence” basis rather than a “claims made” basis, shall be provided without offset against the Town’s existing insurance and provide for a minimum of thirty (30) days’ notice to the Town prior to cancellation, reduction in coverage or other substantial modification. Contractor shall provide a Certificate of Insurance which sets forth the following minimum amounts and types of coverage:

TYPE OF COVERAGE	AMOUNT NOT LESS THAN
Workers’ Compensation	Statutory
Employers Workers’ Compensation Liability	\$100,000 each accident \$100,000 disease each employee \$500,000 disease aggregate
Commercial General Liability (including contractual liability for this Contract; broad form property damage; completed operations; and explosion, collapse and underground coverage)	\$1,000,000 per occurrence \$2,000,000 aggregate combined single limit

Automobile Liability (including owned, hired and non-owned coverages) \$1,000,000 combined single limit

Builders "All-risk" Completed Value (at least 100% of the Contract)

Contractor shall submit to the Town proof of the required insurance upon executing this Contract. Contractor shall obtain the above-described insurance from insurance companies which are duly authorized to issue such policies in the State of Arizona and "Best Rated A" or better by the A.M. Best Company, or which are otherwise acceptable to the Town. Contractor shall maintain such insurance coverage until all the Work has been completed and the Project has been accepted by the Town.

Town shall not be obligated to review any of the Contractor's Certificates of Insurance, insurance policies or endorsements or to advise Contractor of any deficiencies in such documents and any receipt of copies or review by the Town of such documents shall not relieve Contractor from or be deemed a waiver of the Town's right to insist on strict fulfillment of Contractor's obligations under this paragraph.

18. Change Orders: A change order is a written order to the Contractor signed by the Town's Representative or other person designated in the Contract Documents, issued after execution of this Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A change order signed by the Contractor indicates his agreement therewith. Town, without invalidating the Contract, may order changes in the Work, in the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by change order, and shall be performed under the applicable conditions of the Contract Documents. The Town's Representative shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Town and the Contractor. The Contractor shall carry out such written orders promptly. Verbal information obtained from any officer, agent or employee of Town or any other person shall not affect the obligations assumed by the Contractor or relieve the Contractor from complying with any of the terms of the Contract Documents. No additional changes will be made to the Contract without prior written authorization from Town pursuant to approved change order. Any change in the terms of the Contract Documents shall only occur as a result of an approved change order or written modification or amendment approved by mutual consent of Town and the Contractor. If Contractor claims that any changes ordered by Town involve extra cost under the Contract Documents, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to Town's Representative of such claim, and before proceeding to execute the Work.

19. Disputed Work: If, pursuant to Paragraph 18, Contractor claims changes ordered by Town involve extra cost, Contractor shall nevertheless perform the same if directed to do so by Town. However, to preserve Contractor's right to claim extra compensation for the disputed Work, Contractor shall, prior to proceeding with the Work, notify the Town in writing that Contractor is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain Contractor's contention as to the appropriate compensation for extra Work that is not disputed to be an "extra") -- the notice in that circumstance to be given not later than ten (10) days after the tender

of payment by the Town to Contractor of the reduced amount (or amount for the nondisputed “extra”) as computed by the Town. Failing such written protest, it shall be deemed that Contractor has acquiesced to the Town’s contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a nondisputed “extra”) is correct, as the case may be. The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to Contractor’s claim.

20. Payments and Completion: In consideration of the complete and timely performance of the Work, subject to changes as provided by an approved Change Order, Town shall pay Contractor the Contract Sum of _____ (\$_____). If the Contract Documents contain an engineer’s estimate of the quantities of material required for the Work and expressly provide for an adjustment to the Contract Sum for actual quantities, the final Contract Sum will be adjusted according to actual field measurements of installed materials multiplied by the Contractor’s per unit prices. All such measurements are subject to confirmation by the Town. In all other cases, no adjustment will be made to the Contract Sum except by approved Change order. The terms of this paragraph shall be governed by A.R.S. § 34-221 and any amendments thereto which is hereby incorporated by reference. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Town’s Representative shall promptly make a final inspection and, when the Town’s Representative finds the work acceptable under the Contract Documents, he shall promptly approve a certificate for payment stating that upon his knowledge, information and belief and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. Neither the final payment nor the retained percentage determined under A.R.S. § 33-221 shall become due until the Contractor submits to the Town all required data establishing payment or satisfaction of all Contractor’s obligations.

21. Protection of Persons and Property: Contractor at all times must take all reasonable precautions to protect the persons and property of others on or adjacent to the Project from damage, loss, or injury resulting from operations under this Contract by Contractor or any other party with whom Contractor has subcontracted. Contractor’s obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Project suitable and sufficient guards, lights, barricades, and enclosures. Contractor shall not disturb nor displace any protection installed by others.

22. Governing Law: This Contract shall be governed by the laws of the State of Arizona.

23. Immigration Law Compliance Warranty:

a. 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.

b. If Contractor uses any subcontractors in performance of the Work, 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.

c. 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. Youngtown 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).

d. Youngtown 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.

e. If state law is amended, the parties may modify this paragraph consistent with state law.

24. Successors and Assigns: The Town and the Contractor each binds himself, his 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 without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Town.

25. Service of Notice: All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given properly when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph; (2) delivered personally to the parties to this Contract; or (3) if given by facsimile, when addressed and transmitted to the respective facsimile number as specified below or to such other address or facsimile number as may be furnished by either party to the other pursuant to this paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by facsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph.

Notices to Contractor:

Notices to Town:

ATTENTION: _____

 Telephone No.: _____
 FAX No.: _____

Town Manager
 Town of Youngtown
 12030 N. Clubhouse Square
 Youngtown, Arizona 85363
 623-933-8286

26. Claims for Damages: Should either party to the Contract suffer injury or damage to personal property because of any act or omission of the other party or of his employees, agents for whose acts he is legally liable, claims shall be made in writing to such other parties within a reasonable time after the first observance of such injury or damages.

27. Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 the Town 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 acquiescence in any breach except as may be specifically agreed in writing.

28. Time is of the Essence: All time limits stated in the Contract Documents are of the essence. Contractor shall begin Work on the date specified in the Notice to Proceed and shall carry the Work forward expeditiously. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Town or by any employee of Town or by change orders in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay caused by the Town, or by any other cause which the Town determines may justify the delay, then the Contract Time shall be extended by change order for such reasonable time as the Town may determine. Any claim for extension of time shall be made in writing to the Town Engineer not more than seven (7) days after the commencement of the delay; otherwise said claim shall be waived by Contractor. In the case of a continuing delay, only one claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. This paragraph does not exclude the recovery of damages for delay by either party under the provisions of this Contract.

29. Termination by Town: If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of the Contract Documents, then the Town, upon certification by the Town's Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his Surety, if any, ten (10) days written notice, terminate this Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and

may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to the Contractor; if such costs exceed the unpaid balance, the Contractor shall pay the difference to the Town. The amount to be paid to the Contractor or to the Town, as the case may be, shall be certified by the Town's Representative and this obligation for payment shall survive the termination of the Contract.

30. Conflict of Interest: This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511 and any amendments thereto.

31. Israel: Licensor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

32. Litigation: Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damage claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the party not at fault. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, the day and year first herein written.

TOWN OF YOUNGTOWN

By _____
Michael LeVault, Mayor

ATTEST:

Stacy Anderson, Town Clerk

APPROVED AS TO FORM:

Gust Rosenfeld, P.L.C.
Town Attorneys
By Trish Stuhan

CONTRACTOR

By _____
Title _____

EXHIBIT B

AGREEMENT FOR FIRE ALARM MONITORING SERVICES

THIS Agreement is entered into as of this ____ day of _____, 2017, by and between the Town of Youngtown, Arizona, a municipal corporation, hereinafter referred to as the “Town” and _____, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing fire alarm monitoring services for the Town of Youngtown, the Town 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, the Town 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 the Town, the services set forth in this Agreement including all exhibits (“Services”). The scope of work is set forth in 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 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 Town 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 his Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B.

1.3.5 Contractor's subcontracts are set forth in Exhibit B. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.

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 the Town's Representative and submit its reports to the Town'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 the Town.

1.4.1 The Town shall cooperate with the Contractor by placing at his disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Town designates Marty Mosbrucker, Public Works Director, as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 CONTRACT TERM.

1.5.1 This Contract shall be effective as of the date first set forth above and shall remain in full force and effect until [REDACTED] (the "Initial Term"), unless terminated as otherwise provided in this Contract. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Contract shall cause the Agreement to terminate at the end of the then-current term of this Contract; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.5.2 The Schedule of Services is set forth in Exhibit C. 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 The Contractor shall provide to Town its completed W-9 Form prior to receipt of any Compensation.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. The Town 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 Town except as provided herein, nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Town 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 the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have 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, Town, 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 the Town, 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 the Town 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 Town, 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 Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, 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 Town 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 Town 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 the Town 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 the Town 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 Town, 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.

4.10.2 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 Town, 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 a policy 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, Town, 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 a liability insurance policy 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, the Town, 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 the town, 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 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 the town, 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 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 the Town. Such indemnity does not extend to the Town'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

6.1 Termination. The Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town'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 the Town 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 the Town to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, the Town 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 the Town 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 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.

7.4 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 Town'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 Town, 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 Town, and Town will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7.5 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 Work, 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. Town 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). Town 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.

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

7.7 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:

TOWN:

CONTRACTOR:

Town Manager
Town of Youngtown
12030 North N. Clubhouse Square
Youngtown, Arizona 85363

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

7.8 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. The Town 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 the Town.

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 the Town 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 Town Members and Others. No officer, member or employee of the Town 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 Cancellation. This Agreement is subject to cancellation under A.R.S. § 38-511.

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 the Town thereto.

11. Israel. Licensor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a boycott of Israel as that term is defined in A.R.S. § 35-393.

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

TOWN OF YOUNGTOWN

By: _____
Michael LeVault, Mayor

ATTEST:

By: _____
Stacy Anderson, Town Clerk

APPROVED AS TO FORM:

By: _____
Gust Rosenfeld, P.L.C.
Town Attorneys
By: Trish Stuhan

CONTRACTOR

By: _____
Its: _____

EXHIBIT A

SCOPE OF WORK

Fire alarm monitoring services 24 hours per day, seven (7) days per week for the following facilities:

- Town Hall Building
- Community Development Building
- Food Pantry
- EOC Area, MCSO and Court area (the EOC area, MCSO and Court area are one building)
- Code Enforcement Building

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. The Contractor's hours and fee estimate for the Project are included herein and shall not exceed the following amounts:

Description	Amount
--------------------	---------------

B. Method of Payment: Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town'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 Town.)
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 Town.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN []
CONTRACTOR []
OTHER []

PROJECT: _____ DATE: _____

OWNER: Town of Youngtown, Arizona

CONTRACTOR: _____

AGREEMENT DATED: _____

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town 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
By _____
Date _____

Town of Youngtown
By its Town Manager
Date _____