

NOTICE & REQUEST FOR PROPOSALS TOWN OF YOUNGTOWN

Services: **TOWN SQUARE PARKING LOT MODIFICATION PROJECT**

Proposal Opening/Deadline for Submittal: April 12, 2017 at 2:30 pm.
Location: 12030 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 North Clubhouse Square, Youngtown Arizona 85363 until 2:30 p. m. April 12, 2017, for the above services. Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. 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 2:30 p.m. at the Town of Youngtown, 12030 North Clubhouse Square, Youngtown, Arizona 85363, and the names of proposers publicly read aloud immediately after the time for receiving proposals.

Work Summary: Youngtown seeks proposals from qualified firms ("Vendors") interested in providing TOWN SQUARE PARKING LOT MODIFICATION services. The services are required to be completed within 30 days of the Notice to Proceed or Purchase Order as applicable. The services are generally described as follows: *The Project shall consist of the provision of all labor, materials, equipment, transportation, mobilization, barricades/flagging operations required to complete the resurfacing projects in existing asphaltic pavement within the Town of Youngtown, within the boundaries shown on the map(s) attached here as Attachment(s) A, B, C, and D. Each bidder is to show the areas to be included in the bid in accordance with the attached map and descriptions. All project costs are to be included in the Contractors proposal. Contractors should submit a contract with the bid. All contracts and bids will be reviewed by the Town attorney for acceptance.*

Pre-Construction Meeting: A pre-construction meeting will be held on Wednesday, March 29, 2017 at 2:00 p.m.; 12030 N. Clubhouse Square, Youngtown, AZ 85363.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposal, which may be downloaded from <http://youngtownaz.org> or obtained by contacting the 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: The Town of Youngtown reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason the Town of Youngtown determines.

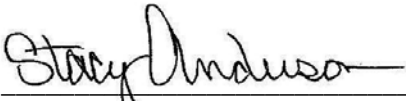
Equal Opportunity: The Town of Youngtown is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: March 14, 2017

TOWN OF YOUNGTOWN, ARIZONA

Publications Dates:

March 14, 15, 21, and 22, 2017



Stacy Anderson, Town Clerk

**IMPORTANT
PROPOSER'S CHECK LIST
(To be submitted by Proposer with Proposal)**

- 1. The proposal has been signed in the Proposer's Offer Section. (Proposals not signed in this section will not be considered.) Authorized Signature Form is enclosed.
- 2. The proposal prices offered have been reviewed.
- 3. Any required descriptive literature or other information have been included.
- 4. The Contract Time and/or schedules have been included.
- 5. Any addendums have been included/noted in Offer Section.
- 6. The mailing envelope/package has been addressed to:

Town of Youngtown
Town Clerk's Office
12030 North Clubhouse Square
Youngtown Arizona 85363
- 7. Proposal Package/Envelope has been identified with proposal number and title:
Independent Contractor For Janitorial Services.
- 8. The Proposal Bond has been included.
- 9. The proposal is submitted in time to be received and stamped in by Town Clerk's Office representative no later than specified time on designated date (Otherwise the proposal cannot be considered).

REQUEST FOR PROPOSAL DOCUMENTS FOR:
TOWN SQUARE PARKING LOT MODIFICATION PROJECT

FOR YOUNGTOWN OF YOUNGTOWN, ARIZONA

Youngtown intends to acquire Town Square Parking Lot Modification bids in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of Youngtown Clerk, 12030 North Clubhouse Square, Youngtown Arizona 85363, until 2:30 p.m., on April 12, 2017, at which time the names of the proposers will be opened and publicly read. Proposal 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 the Public Works Manager, Marty Mosbrucker, at 623-933-8286, and may be obtained upon request.

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 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for TOWN SQUARE PARKING LOT MODIFICATION PROJECT- Office of Youngtown Town Clerk."

1.5 Youngtown 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 the Town of 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 the Town of The Town 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 the Town of Youngtown in Proposals submitted, and the information sought to be

protected clearly marked as proprietary. The Town of Youngtown will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. The Town of 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 Town Clerks' 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 fifteen (15) days after the day of the opening of proposals, but the Town of 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 the Town of Youngtown. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, the Town of 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 Proposers 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 General Evaluation Standards:

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

1.13.2 The Town of 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.

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

1.13.4 Clarifications. The Town of Youngtown reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer'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.

1.13.5 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 additional copy and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.14.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in 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 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last five (5) years
- G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have work with your firm.

1.14.6 Solicitation Addendum Acknowledgement. Each Solicitation 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 Solicitation Addendum may result in rejection of the Proposal.

1.14.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation 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 Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

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

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

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2017, the Town of Youngtown may terminate this contract by giving written notice to Contractor. Otherwise, the Contract term commences upon execution of the Contract. 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 the Town of Youngtown. Services shall be completed within 30 days of a Notice to Proceed by the Town of Youngtown.

2.2 Bonds:

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

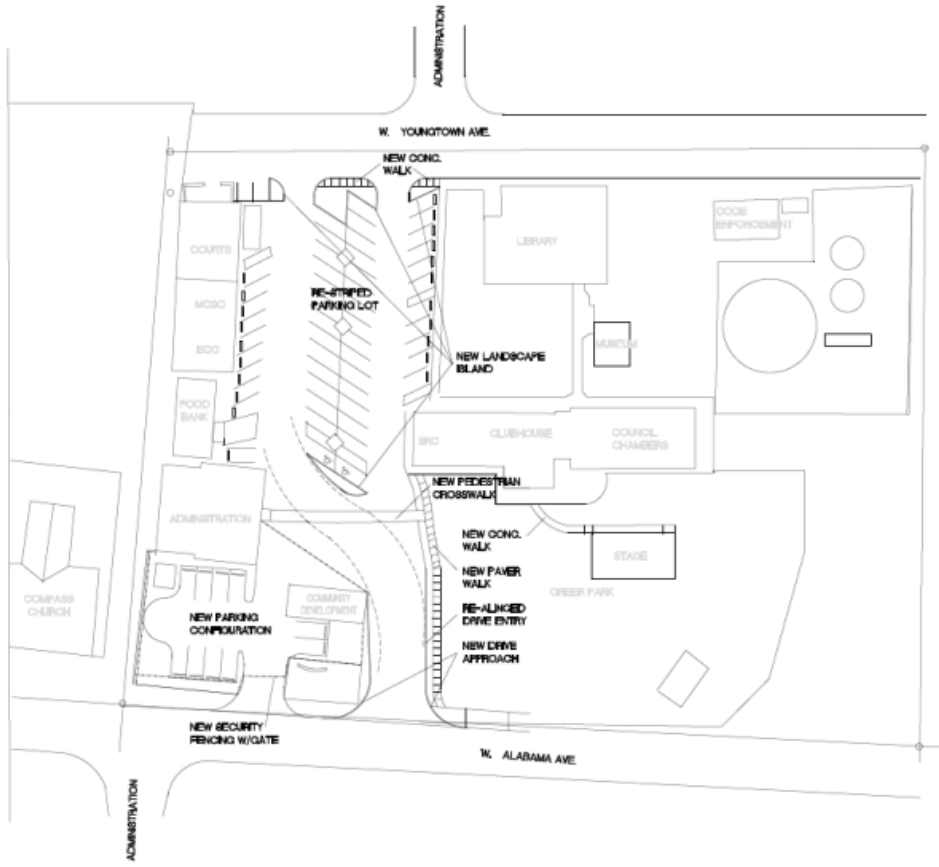
2.4 Proper license and bonding: The Proposer must present proof of proper licensing and bonding.

III. SCOPE OF WORK

The scope and work shall include the following:

The Project shall consist of the provision of all labor, materials, equipment, transportation, mobilization, barricades/flagging operations required to complete the resurfacing projects in existing asphaltic pavement within the Town of Youngtown, within the boundaries shown on the map(s) attached here as Attachment(s) A, B, C, and D. Each bidder is to show the areas to be included in the bid in accordance with the attached map and descriptions. All project costs are to be included in the Contractors proposal. Contractors should submit a contract with the bid. All contracts and bids will be reviewed by the Town attorney for acceptance.

SITE PLAN



01 SCHEMATIC SITE PLAN



I. **PARKING LOT**

Attachment A

The parking lot entrance will be widened at the south and east entrance appropriately to maintain two lanes of traffic, ingress and egress from the parking lot. Contractor shall include all demo/removal and replacement of appropriate vertical curb, rolled curb and gutter. Include excavation of grass and replacement/addition of irrigation lines. Install the appropriate length of MAG standard spec. vertical curb, rolled curb and gutter. Install MAG standard spec. ABC and grade and compact to the proper density. Use flat black paint on existing parking stalls, etc., necessary to repaint the parking lot to the new layout. Treat oil stains prior to seal coating. Crack seal and seal coat entire parking lot with PMM RTU (2 coats) per manufacturer rate of application. Re-stripe parking lot to the new layout design. Include directional arrows in the lanes of traffic. Contractor is to include any necessary temporary fencing that may be needed.



I. LANDSCAPE ISLANDS AND WALKING PATHS

Attachment B

Landscape islands in accordance with the following:

(1) The landscape island shall be delineated from the surrounding paved area by a curb or barrier of not less than six inches in height around the perimeter of the island. The curb or barrier shall be constructed of concrete. Each island shall be located entirely within the confines of the parking and maneuvering area.

(2) Each drive approach for a property shall be constructed with parking entrance islands on each side of the driveway. The parking entrance islands shall be constructed perpendicular to the property line.

(3) Asphalt cuts will be required from the existing landscape island (s) to the new landscape islands. Irrigation lines shall be connected to the new landscape islands. New asphalt to be applied per MAG (Maricopa Association of Governments) standard specifications.

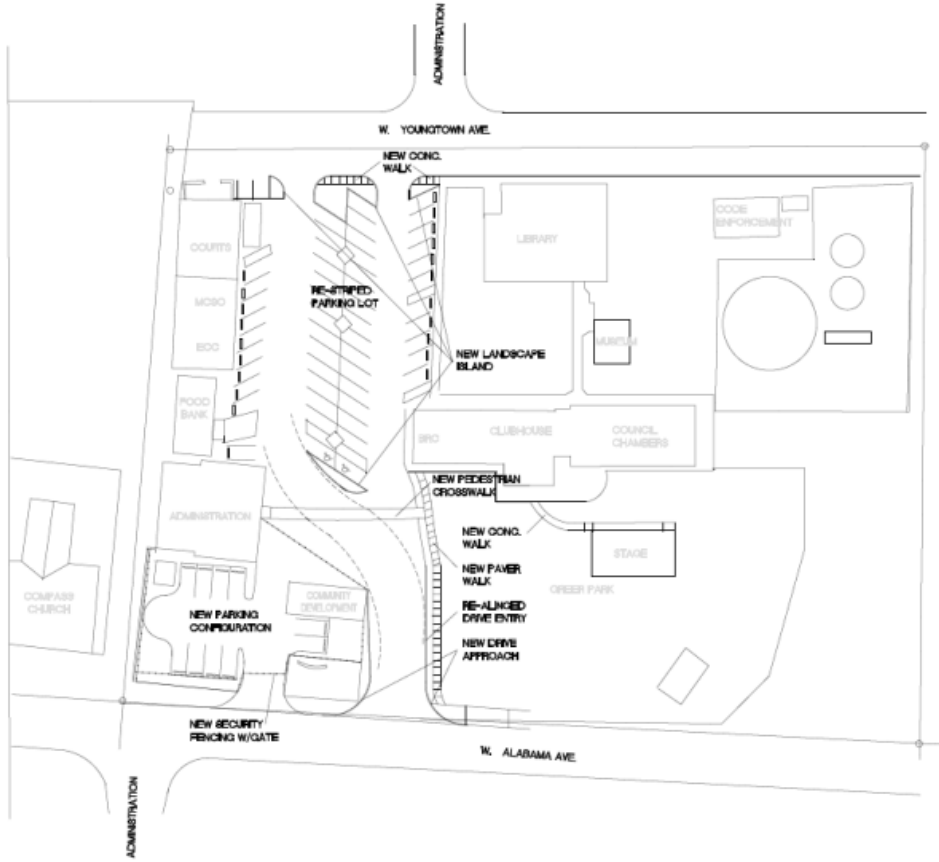
Walking paths in accordance with the following:

(1) Contractor shall install a four foot wide sidewalk (approximately ninety linear feet) that meets MAG Standards as indicated on the site plan in the locations shown.

(2) Contractor to install a four foot wide paver walkway (approximately one-hundred and forty feet) that meets MAG (Maricopa Association of Governments) standards as indicated on the site plan.

(3) Contractor to provide a four foot wide painted walkway (approximately ninety feet) over existing asphalt drive as indicated on the site plan.

Attachment B (photo)

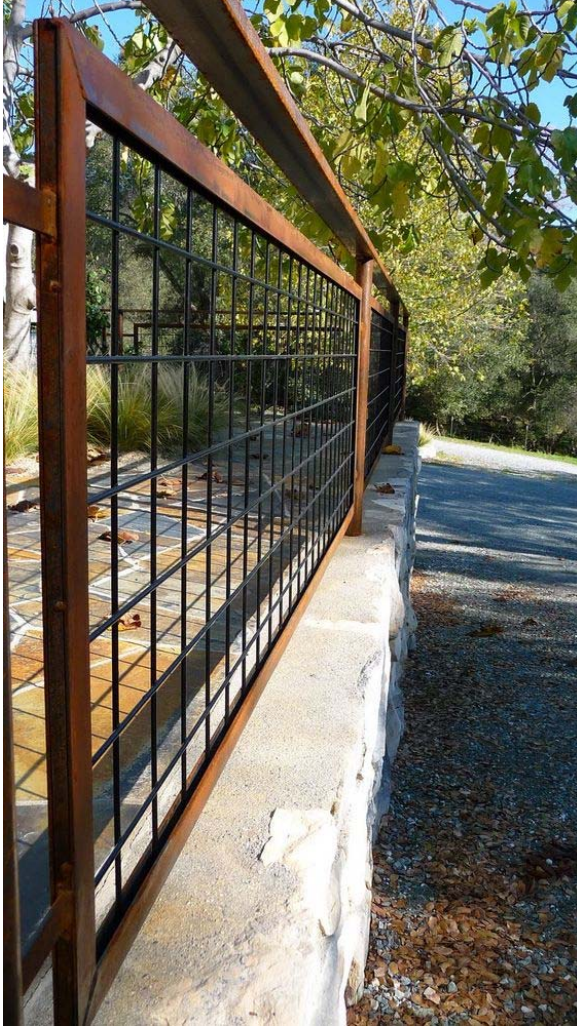


01 SCHEMATIC SITE PLAN



I. **WROUGHT IRON FENCING**

Attachment C



5'-0" high, approximate length 325' linear feet of fencing, gate locations as indicated on site plan.

II. **CONTINGENT ON THE TOWN'S REMAINING BUDGET**

Attachment D

The Town is requesting an additional bid to install an automated remote controlled/keypad operated gate to the employee parking area.
(16'-0" wide x 5'-0' high)

(Example Photo)



IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening April 12, 2017 for the Town Square Parking Lot Modification 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 A form of contract is attached.

4.6 Affidavit: The following affidavit is submitted by the Proposer 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 Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer 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 Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers 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:

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 bid included in the proposal, submitted by the Principal to the Mayor and Council of the Town 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 _____

NOW, THEREFORE, if the Town of Youngtown shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the Town of 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 material furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Town of Youngtown the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which the Town of 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

Title

Witness:

Address of Surety:

* Attach Power of Attorney

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:

AGREEMENT FOR SERVICES

Contract No. _____

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 painting curbs in the Town as described in paragraph 1.2 below, 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 specific 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.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions 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. "Key Personnel" includes the Contractor employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Contractor shall first obtain the approval of the Town.

1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of 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 its Town Manager as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 CONTRACT TERM.

- 1.5.1 This Contract commences on _____2017, and terminates on _____, 2017.
- 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 be _____.

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 has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, 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 Ownership of Documents and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor

for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

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

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not 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. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

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

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

7.8 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 Clubhouse Square
Youngtown, Arizona 85363

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

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

10. ASSIGNABILITY

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

11. BONDS

11.1 Within ten (10) days following execution of the Contract and prior to commencing Services, Contractor shall deliver the following Bond(s) to Town:

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 conditions thereof. The Performance Bond shall remain in effect during performance of all Services, and shall not be released until final acceptance of the Services or the end of any warranty period on the Services provided, whichever date occurs last.

A Labor and Materials (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 performance of the Services. The Labor and Materials Bond shall remain in effect until Contractor evidences to the satisfaction of Town that all persons supplying Contractor to enable performance of this Contract have been paid.

11.12 The form of bond(s) to be executed are attached hereto.

12. 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 Ariz. Rev. Stat. § 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: _____
Trish Stuhan
Gust Rosenfeld, P.L.C.
Town Attorneys

CONTRACTOR

By: _____
Its: _____

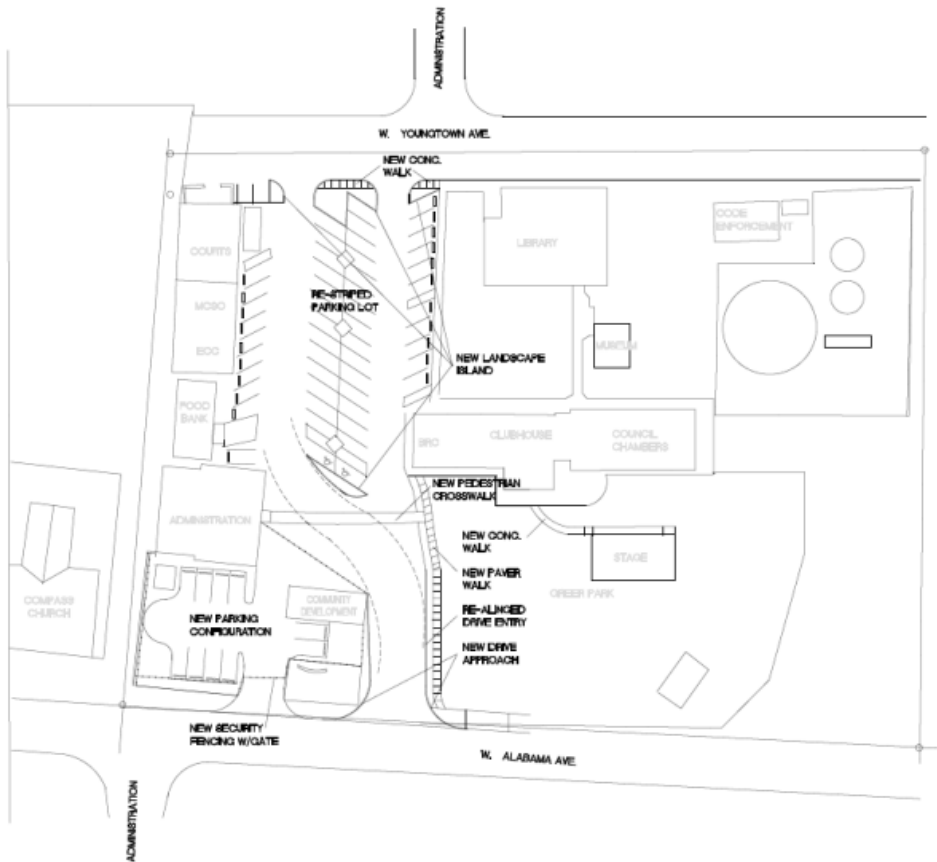
EXHIBIT A

SCOPE OF WORK

The scope and work shall include the following:

The Project shall consist of the provision of all labor, materials, equipment, transportation, mobilization, barricades/flagging operations required to complete the resurfacing projects in existing asphaltic pavement within the Town of Youngtown, within the boundaries shown on the map(s) attached here as Attachment(s) A, B, C, and D. Each bidder is to show the areas to be included in the bid in accordance with the attached map and descriptions. All project costs are to be included in the Contractors proposal. Contractors should submit a contract with the bid. All contracts and bids will be reviewed by the Town attorney for acceptance.

SITE PLAN



01 SCHEMATIC SITE PLAN



III. PARKING LOT

Attachment A

The parking lot entrance will be widened at the south and east entrance appropriately to maintain two lanes of traffic, ingress and egress from the parking lot. Contractor shall include all demo/removal and replacement of appropriate vertical curb, rolled curb and gutter. Include excavation of grass and replacement/addition of irrigation lines. Install the appropriate length of MAG standard spec. vertical curb, rolled curb and gutter. Install MAG standard spec. ABC and grade and compact to the proper density. Use flat black paint on existing parking stalls, etc., necessary to repaint the parking lot to the new layout. Treat oil stains prior to seal coating. Crack seal and seal coat entire parking lot with PMM RTU (2 coats) per manufacturer rate of application. Re-stripe parking lot to the new layout design. Include directional arrows in the lanes of traffic. Contractor is to include any necessary temporary fencing that may be needed.



II. LANDSCAPE ISLANDS AND WALKING PATHS

Attachment B

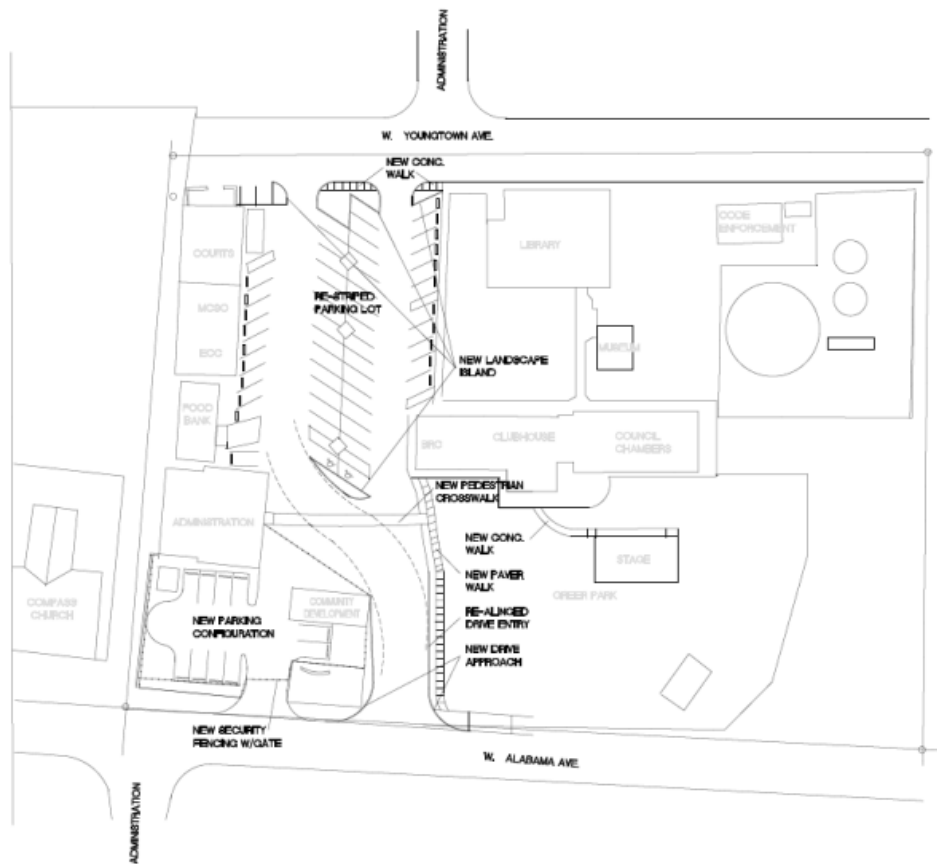
Landscape islands in accordance with the following:

- (1) The landscape island shall be delineated from the surrounding paved area by a curb or barrier of not less than six inches in height around the perimeter of the island. The curb or barrier shall be constructed of concrete. Each island shall be located entirely within the confines of the parking and maneuvering area.
- (2) Each drive approach for a property shall be constructed with parking entrance islands on each side of the driveway. The parking entrance islands shall be constructed perpendicular to the property line.
- (3) Asphalt cuts will be required from the existing landscape island (s) to the new landscape islands. Irrigation lines shall be connected to the new landscape islands. New asphalt to be applied per MAG (Maricopa Association of Governments) standard specifications.

Walking paths in accordance with the following:

- (1) Contractor shall install a four foot wide sidewalk (approximately ninety linear feet) that meets MAG Standards as indicated on the site plan in the locations shown.
- (2) Contractor to install a four foot wide paver walkway (approximately one-hundred and forty feet) that meets MAG (Maricopa Association of Governments) standards as indicated on the site plan.
- (3) Contractor to provide a four foot wide painted walkway (approximately ninety feet) over existing asphalt drive as indicated on the site plan.

Attachment B (photo)

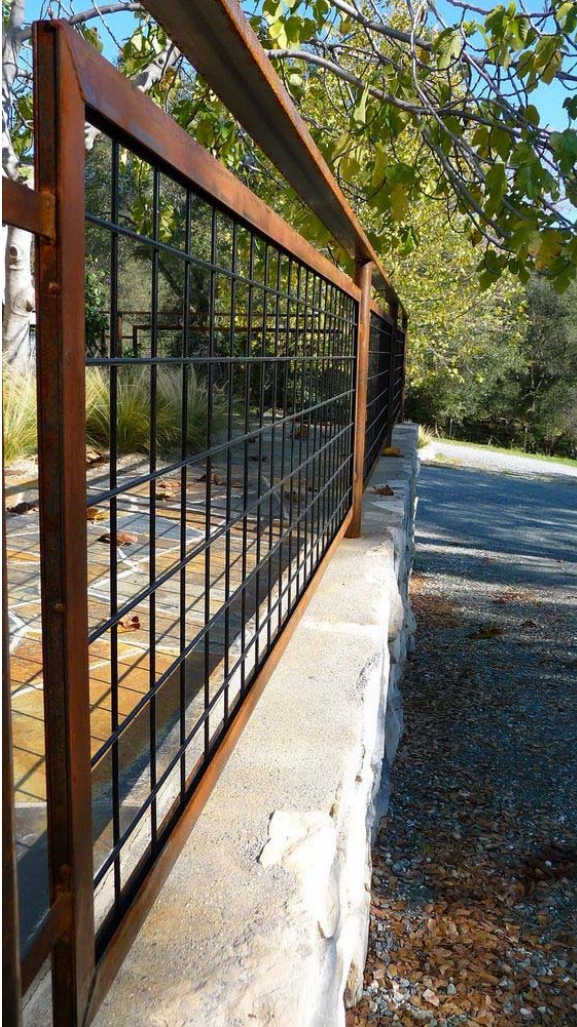


01 SCHEMATIC SITE PLAN



II. **WROUGHT IRON FENCING**

Attachment C



5'-0" high, approximate length 325' linear feet of fencing, gate locations as indicated on site plan.

IV. **CONTINGENT ON THE TOWN'S REMAINING BUDGET**

Attachment D

The Town is requesting an additional bid to install an automated remote controlled/keypad operated gate to the employee parking area.
(16'-0" wide x 5'-0' high)

(Example Photo)



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 Town of Youngtown

By _____ By _____

Date _____ Date _____

CONTRACT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
“Principal”), and _____, a
corporation organized and existing under the laws of the State of _____, duly
licensed in and holding a certificate of authority to transact surety business in the State of
Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2,
Article 1, (hereinafter “Surety”), as Surety are held and firmly bound unto the Town of Town,
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 the Town
of Town, entitled _____.

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

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

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

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

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

PRINCIPAL SEAL

By _____

SURETY SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* attach Power of Attorney

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
“Principal”), as Principal and _____, a corporation
organized and existing under the laws of the State of _____, duly licensed in and
holding a certificate of authority to transact surety business in the State of Arizona issued by the
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
“Surety”), as Surety are held and firmly bound unto the Town of Town, 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 the Town
of Youngtown, entitled _____.

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

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

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

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

Witness our hands this ____ day of _____, 20__.

PRINCIPAL SEAL

By _____

SURETY SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)