

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

Project Name: **2018 Street Resurfacing Project**

Bid Opening/Deadline for Submittal: **October 25, 2018 at 1:00 p.m.**  
Location: Youngtown Town Clerk's Office  
12030 North Clubhouse Square, Youngtown Arizona  
85363  
Town Staff Contact/telephone number: Marty Mosbrucker, Public Works Manager, 623-  
933-8286  
Contract Documents available at: Youngtown Town Clerk's Office (at no charge)

**Date and Location for Submittal of Sealed Proposals:** Sealed bids will be received at the Town of Youngtown Clerk's Office, 12030 North Clubhouse Square, Youngtown Arizona 85363 until 1:00 p.m. on October 25, 2018, for the above services. Bids must be submitted in a sealed envelope clearly marked on the outside with the name of the services. Any bid received after the time specified will be returned unopened. It is the bidder's responsibility to assure bids are received at the above location on or before the specified time. Bids will be opened at 1:00 p.m. in the Town Hall Conference Room, and the names of bidders publicly read aloud immediately after the time for receiving proposals.

**Work Summary:** Town seeks street resurfacing services. The services are required to be completed by January 1, 2019. The services are generally described as follows: street resurfacing from Agua Fria Ranch Parkway, proceeding east to include all streets throughout the interior section of Agua Fria Ranch (excluding Agua Fria Ranch Parkway). Total street area is approximately 77,000 square yards.

**Bid Requirement:** Each bid will be in accordance with the bid requirements, set forth in the Request for Bids, which may be obtained at the Town Clerk's office, 12030 North Clubhouse Square, Youngtown Arizona 85363. Any bid which does not conform in all material respects to the Request for Bids will be considered non-responsive.

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

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

DATED: September 14, 2018

Publications Date(s)  
9/17/2018, 9/18/2018  
9/24/2018, 9/25/2018

TOWN OF YOUNGTOWN, ARIZONA

  
Mary Reynolds, Town Clerk

**IMPORTANT  
BIDDER'S CHECK LIST  
(To be submitted by Bidder with Bid)**

- 1. The bid has been signed in the Bidder's Offer Section. (Bids not signed in this section will not be considered.) Authorized Signature Form is enclosed.
- 2. The bid 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 the Offer Section.
- 6. The mailing envelope/package has been addressed to:  

Town Clerk's Office  
12030 North Clubhouse Square  
Youngtown Arizona 85363
- 7. Bid Package/Envelope has been identified with bid title.
- 8. The bid is submitted in time to be received and stamped by the Clerk's Office representative no later than the specified time on the designated date. (Otherwise the bid cannot be considered)

REQUEST FOR BID DOCUMENTS FOR:  
2018 STREET RESURFACING PROJECT  
FOR THE TOWN OF YOUNGTOWN, ARIZONA

The Town intends to purchase street resurfacing services in compliance with these specifications.

I. REQUIREMENTS FOR BIDDERS.

1.1 Bid Opening Date and Location: Bids will be received in the office of the Town Clerk, 12030 North Clubhouse Square, Youngtown Arizona 85363, until 1:00 p.m., on October 25, 2018, at which time the names of the bids will be opened and publicly read. Bid prices will not be read. Late bids will not be considered.

1.2 Bid Documents Available: The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Scope of Work, and IV. Bidder's Bid (form). The Bid Documents are available at the Town of Youngtown Clerk's Office, 12030 North Clubhouse Square, Youngtown Arizona 85363; or by contacting Marty Mosbrucker, Public Works Manager, telephone no. 623-933-8286, and may be obtained upon request.

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

1.4 Bid Form: Bids must be submitted only on the bid form. All bids must be submitted in a sealed envelope clearly marked "Bid for 2018 Street Resurfacing Project - Office of the Town Clerk."

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

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

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

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

1.9 Persons with Disabilities: Persons with a disability may request a reasonable

accommodation, such as a sign language interpreter, by contacting the Clerks' Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.10 Bid Acceptance Period: All bids shall remain open for 2 days after the day of the opening of bids, but the Town may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from the Town. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, the Town may retain the security (as applicable), not as a penalty, but as liquidated damages.

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

1.12 Proposer Registration: Proposers shall register with Marty Mosbrucker at [mmosbucker@yountownaz.org](mailto:mmosbucker@yountownaz.org), in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Bidder who is not so registered must contact the Town Contact person, Marty Mosbrucker, at (623) 933-8286 to make other arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Town website at [www.yountownaz.org](http://www.yountownaz.org).

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

1.14 General Evaluation Standards:

1.14.1 The Town of Youngtown seeks to obtain the services described in the Scope of Work. The Town will evaluate bids on the selection criteria set forth below. The Town will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or bids offering services proven unsatisfactory in the Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Expertise of Firm's Key Staff
- C. Local Firm Consideration
- D. Prior Projects with Town
- E. Other Prior Projects
- F. Insurability

1.14.2 Town reserves the right to reject any or all bids or any part thereof, or to accept any bid, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any bid when it determines that it is in its best interest to do so.

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

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

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

1.15 Bid Preparation:

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

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

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

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

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

Brief Description of the Bidder's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last three 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 worked with your firm.

Project Team:

List those individuals who will do the work on this Contract. Provide the following information for each team member:

- A. Team assignment
- B. General qualifications
- C. Any project experience directly relevant to this Contract while with this firm
- D. Indicate current work load and *certify* that no team members will be substituted without prior approval from the Town of Youngtown

### Relevant Experience:

Include brief descriptions of Services completed by the project team that directly relate to this Contract. Information requested includes project name, client, locations, budget, completion date, and functional use of the facility. Current client contact and telephone numbers for each project are also requested. Indicate whether the design was completed on schedule, within budget, and please indicate and describe the circumstances. Also, indicate design problems encountered and solutions to those problems which were developed by the project team.

### Schedule:

Indicate the firm's proposed time schedule for completing the design of the facility, knowing a "Notice to Proceed" with design could be given November 2, 2018, and the desired completion of the Services is January 1, 2019.

### Approach:

Demonstrate the understanding of the Services and the steps you will undertake to accomplish the task. Discuss the firm's unique ability, if any, to professionally provide project management services.

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

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

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

### 1.16 Inquiries

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

1.16.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed

solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

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

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

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

## II. GENERAL CONDITIONS

Contract Term; Renewal. If funds for this Contract are not appropriated or budgeted, Town may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by Town. All services shall be completed by January 1, 2019. Any intermediate deadlines or milestones are set forth in Exhibit C.

### 2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish 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 ten percent (10 %) 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 ten percent (10 %) 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 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 Power of Attorney of the signing official.

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

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

III. SCOPE OF WORK

3.1 See attached Exhibit A.

IV. BIDDER'S BID

4.1 Bidder's Bid: For the bid opening October 25, 2018 for services.

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

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

4.4 Bid Price: \_\_\_\_\_.

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

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



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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

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 A. Each bidder is to show the areas to be included in the bid in accordance with the attached maps and descriptions. All project costs are to be included in the Contractors proposal. All contracts and bids will be reviewed by the Town attorney for acceptance.

#### **Attachment A., Agua Fria Ranch:**

Excluding Agua Fria Ranch Parkway, from Agua Fria Ranch Parkway, proceeding east to include all streets throughout the interior section of Agua Fria Ranch. Total street area is approximately 77,000 square yards.

#### **Quantifying Measurements:**

It will be the Contractor's responsibility to perform its own measurements of the areas referred to in this request for proposal. The area sizes are approximations. Change orders will not be implemented due to Contractors under estimation of the areas being bid. The attached maps highlight the areas to be bid upon as outlined in this scope of work.

#### **Crack-Sealing:**

All cracks that are ¼" wide or wider are to be sealed with hot poured modified crack sealant. Before placing sealant, all cracks must be thoroughly cleaned to ensure a clean, dry crack channel and to optimize adhesion between the sealant and the pavement surface. High-pressure air blasting shall be used to remove dust, debris or loose pavement fragments. The cracks should be cleaned to a depth of at least twice the crack width. Airflow should be free of moisture and oil and should always be directed away from passing traffic. For drying, a hot air lance may be used. Sealant should be placed immediately after crack cleaning. The Contractor must apply a hot-applied, rubberized crack sealer, excluding areas with "alligator cracking". All traffic must be kept off the sealant until it has cured. If traffic is inevitable before the sealant is cured, the seal can be blotted with an application of fine aggregate or sand to the non-cured sealant to prevent tracking. The Contractor shall ensure that the products' manufacturer's warranty is extended to the Town. Warranty of all materials used shall be no less than one year.

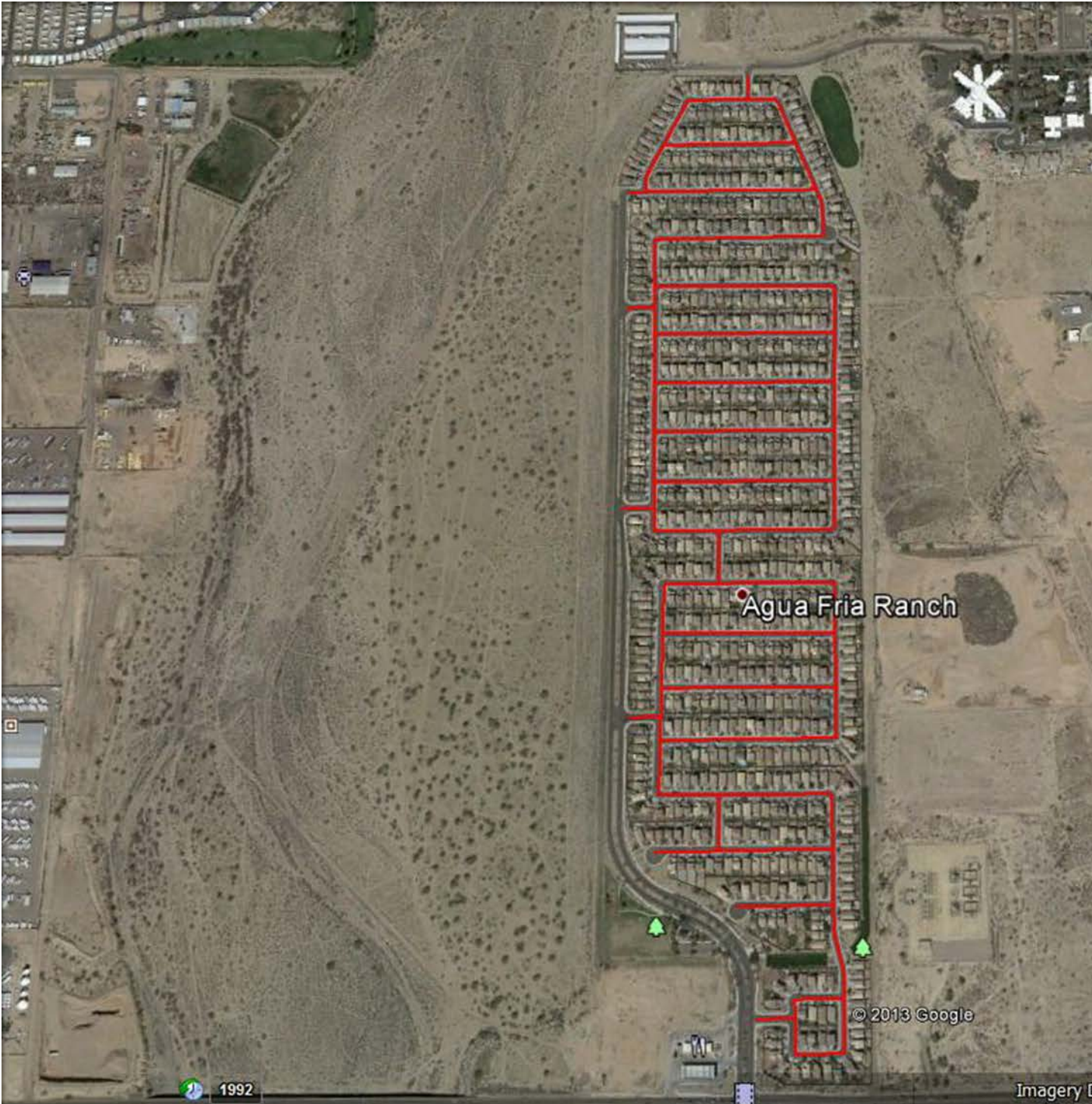
It is the Contractor's responsibility to follow manufacturer's application procedures for the products; failure to follow manufacturer's application procedures shall be deemed a workmanship failure. The Contractor must power-sweep and/or clean the asphalt surface of all dirt or debris before the application of the sealing product (to ensure proper adhesion). Restriping of the roads to the existing patterns as outlined in the scope of work. Restriping of lane markings, speed humps, stop bars, will be completed with two coats of traffic paint with glass beads. The second coat of paint will be applied 60 to 90 days after the first coat. The Contractor shall warranty workmanship for a period of one year or longer. The Contractor shall ensure that the products' manufacturer's warranty is extended to the Town. Warranty of all materials used shall be no less than one year.

#### **Sealcoat:**

Apply two coats of PMM RTU asphalt emulsion sealcoat in the area listed in Attachment B. The product to be used is commonly referred to as PMM RTU asphalt emulsion sealant. The

Contractor must power-sweep and/or clean the asphalt surface of all dirt or debris before the application of the sealing product (to ensure proper adhesion). The street sealing product to be used as outlined in this scope of work is commonly known as PMM RTU asphalt emulsion sealant. Restriping the roads after application of the sealant to the existing patterns as outlined in the scope of work. Restriping of lane markings, speed humps, and stop bars, will be completed with two coats of traffic paint with glass beads. The second coat of paint will be applied 60 to 90 days after the first coat. The Contractor shall warranty workmanship for a period of one year or longer. The Contractor shall ensure that the products' manufacturer's warranty is extended to the Town. Warranty of all materials used shall be no less than one year. It is the Contractor's responsibility to follow manufacturer's application procedures for the products; failure of improper application of the PMM RTU asphalt emulsion sealant or mixing of traffic paint shall be deemed a workmanship failure.

Attachment A, Agua Fria Ranch (photo)



**BID BOND**

(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, (hereinafter "Principal"), and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto 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 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 Bid for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if Youngtown shall accept the Bid of the Principal and the Principal shall enter into a Contract with Youngtown, in accordance with the terms of such bid 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 Youngtown the difference not to exceed the penalty of the bond between the amount specified in the Bid and such larger amount for which Youngtown may in good faith Contract with another party to perform the Work covered by the Bid, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the Section to the extent as if it were copied at length herein.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_ Surety

\_\_\_\_\_ Title

Witness:

\_\_\_\_\_ Address of Surety:

\_\_\_\_\_

\_\_\_\_\_

\* Attach Power of Attorney



\_\_\_\_\_  
(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:

\_\_\_\_\_



**FORM OF AGREEMENT FOR SERVICES  
2018 STREET RESURFACING PROJECT**

THIS Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 street resurfacing 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 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. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify the 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 Contractor Representative and all communications shall be directed to him. 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.

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

1.5 Contract Term; Renewal.

If funds for this Contract are not appropriated or budgeted, Town may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by Town. All Services shall be completed by January 1, 2019. Any intermediate deadlines or milestones are set forth in Exhibit C.

2. COMPENSATION AND METHOD OF PAYMENT

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

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

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

2.4 The Contractor shall provide to the Town its completed W-9 Form prior to receipt of any Compensation.

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

### 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 the Town except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless the Town first approves it 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 the 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, representatives, 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 the 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 the Town. The Contractor shall be solely responsible for any such deductible or self-insured retention amount. The Town, at its option, may require the 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, the Contractor shall execute written agreement with the Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and the Contractor. The Contractor shall be responsible for executing the agreement with the 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 the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by the 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 the 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 The 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 The Contractor’s insurance shall be primary insurance with respect to performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by the 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: The 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, the 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: The Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability insurance policy limit of \$1,000,000 each claim 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 the Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: The Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on the 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: The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the 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 the Contractor's subcontractors related to the Services in the performance of this Agreement. The 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 the Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of the 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 Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of 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 the 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 the 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 the Town, and the 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. The 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. The Town at its option may terminate the Contract after the third violation. The 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). The 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 Exclusive Use of Services - Confidentiality. The Services agreed to be provided by Contractor within this Agreement are for the exclusive use of the Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

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

7.9 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.

7.10 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. 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: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
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 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 A. Each bidder is to show the areas to be included in the bid in accordance with the attached maps and descriptions. All project costs are to be included in the Contractors proposal. All contracts and bids will be reviewed by the Town attorney for acceptance.

### **Attachment A., Agua Fria Ranch:**

Excluding Agua Fria Ranch Parkway, from Agua Fria Ranch Parkway, proceeding east to include all streets throughout the interior section of Agua Fria Ranch. Total street area is approximately 77,000 square yards.

### **Quantifying Measurements:**

It will be the Contractor's responsibility to perform their own measurements of the areas referred to in this request for proposal. The area sizes are approximations. Change orders will not be implemented due to Contractors under estimation of the areas being bid. The attached maps highlight the areas to be bid upon as outlined in this scope of work.

### **Crack-Sealing:**

All cracks that are ¼" wide or wider are to be sealed with hot poured modified crack sealant. Before placing sealant, all cracks must be thoroughly cleaned to ensure a clean, dry crack channel and to optimize adhesion between the sealant and the pavement surface. High-pressure air blasting shall be used to remove dust, debris or loose pavement fragments. The cracks should be cleaned to a depth of at least twice the crack width. Airflow should be free of moisture and oil and should always be directed away from passing traffic. For drying, a hot air lance may be used. Sealant should be placed immediately after crack cleaning. The Contractor must apply a hot-applied, rubberized crack sealer, excluding areas with "alligator cracking". All traffic must be kept off the sealant until it has cured. If traffic is inevitable before the sealant is cured, the seal can be blotted with an application of fine aggregate or sand to the non-cured sealant to prevent tracking. The Contractor shall ensure that the products' manufacturer's warranty is extended to the Town. Warranty of all materials used shall be no less than one year.

It is the Contractor's responsibility to follow manufacturer's application procedures for the products; failure to follow manufacturer's application procedures shall be deemed a workmanship failure. The Contractor must power-sweep and/or clean the asphalt surface of all dirt or debris before the application of the sealing product (to ensure proper adhesion). Restriping of the roads to the existing patterns as outlined in the scope of work. Restriping of lane markings, speed humps, stop bars, will be completed with two coats of traffic paint with glass beads. The second coat of paint will be applied 60 to 90 days after the first coat. The Contractor shall warranty workmanship for a period of one year or longer. The Contractor shall ensure that the products' manufacturer's warranty is extended to the Town. Warranty of all materials used shall be no less than one year.

### **Sealcoat:**

Apply two coats of PMM RTU asphalt emulsion sealcoat in the area listed in Attachment B. The product to be used is commonly referred to as PMM RTU asphalt emulsion sealant. The Contractor must power-sweep and/or clean the asphalt surface of all dirt or debris before the application of the sealing product (to ensure proper adhesion). The street sealing product to be used as outlined in this scope of work is commonly known as PMM RTU asphalt emulsion sealant. Restriping the roads after application of the sealant to the existing patterns as outlined in the scope of work. Restriping of lane markings, speed humps, and stop bars, will be completed with two coats of traffic paint with glass beads. The second coat of paint will be applied 60 to 90 days after the first coat. The Contractor shall warranty workmanship for a period of one year or longer. The Contractor shall ensure that the products' manufacturer's warranty is extended to the Town. Warranty of all materials used shall be no less than one year. It is the Contractor's responsibility to follow manufacturer's application procedures for the products; failure of improper application of the PMM RTU asphalt emulsion sealant or mixing of traffic paint shall be deemed a workmanship failure.

Attachment A., Agua Fria Ranch (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. Attached hereto as Exhibit D-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

**Description    Amount**

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

#### B. Method of Payment

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



**EXHIBIT E**  
**CHANGE ORDER**

CHANGE ORDER NO. \_\_\_\_\_

Distribution: TOWN            [ ]  
                  CONTRACTOR    [ ]  
                  OTHER            [ ]

PROJECT: 2018 Street Resurfacing Project

DATE:

OWNER:     Town of Youngtown

CONTRACTOR:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both the Town and the 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 \_\_\_\_\_

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

**[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 PRESENT:

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, 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 present.

WHEREAS, the Principal has entered into a certain written CONTRACT with the 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 PRESENT:

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, 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 present.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Town,  
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