

NOTICE AND CALL FOR BIDS
TOWN OF YOUNGTOWN, ARIZONA

Project Name: Youngtown 2020 Library Addition
Project Number: Lib 20-001
Bid Opening Date: **October 14, 2020 at 1:00 p.m., MST**
Location of Bid Opening: Town Clerk's Office
YOUNGTOWN Staff Contact: Gregory Arrington, Community Development Manager
Bid Documents available at: Town Clerk's Office
12030 North Clubhouse Square
Youngtown, AZ 85363

Please call, fax, or e-mail your request for a set of Bid Documents to the Town Clerk. Sets of Bid Documents are prepared for each request the Town Clerk receives.

A hard copy is available for viewing at the Town Clerk's Office

Date and Location for Submittal of Bids: Sealed bids will be received at the Town Clerk's Office, 12030 North Clubhouse Square, Youngtown, Arizona 85363 by **1:00 p.m., MST, October 14, 2020**, for furnishing all necessary labor, equipment, materials and performing all work for the Project. Any bid received after the time specified will be returned unopened. It is the bidder's responsibility to assure proposals are received at the above location on or before the specified time. The sealed envelope must be clearly marked with the bidder's name, project name, project number and contract number.

Bid Documents: Those interested in having individual sets of the Contract Documents may obtain copies from the Youngtown Town Clerk Nicole Smart. Contract Documents will be shipped only if bidder assumes responsibility for all related shipping charges. YOUNGTOWN is not responsible for damaged or missing Contract Documents shipped. Copies of the Contract Documents, including plans and specifications, are available for viewing and inspection at the office of Town of Youngtown Town Clerk's Office, 12030 North Clubhouse Square, Youngtown, Arizona 85363.

Pre-Bid Conference: A pre-bid conference will be held on **September 30, 2020, at 10:00 a.m., MST**, at the Town of Youngtown, 12030 North Clubhouse Square, Youngtown, Arizona 85363. It is highly recommended that all prospective bidders attend, as bidder responsibility issues will be discussed, along with Project requirements.

Project Description: Construction work, in general, consists of construction of a library addition to add a community room addition to the Town's existing library; and other incidental work.

Bid Security: Each bid shall be in accordance with the Contract Documents. Any bid which does not conform in all material respects to the Contract Documents will be considered non-responsive. Each bid shall be submitted on the bid form(s) included in the Contract Documents; shall be accompanied by a certified or cashier's check or bid bond for ten percent (10%) of the amount of the bid, made payable to the order of the Town of Youngtown and shall be included in

the bid as a guarantee that the successful bidder will enter into a contract to perform the work in accordance with the Contract Documents. The bid bond shall be executed pursuant to the Contract Documents, and solely 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.

All bid securities will be returned to the bidders whose bids are not accepted, except for the three lowest bidders. The bid security of the three lowest bidder(s) will be returned immediately after the fully completed Contract Documents have been executed. The difference 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, not to exceed the amount of the bond penalty, shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into the contract and provide the bonds and certificates of insurance after being requested to do so by YOUNGTOWN.

Bid Opening: Bids will be opened in Town Hall Conference Room at the office of the Town Clerk, 12030 North Clubhouse Square, Youngtown, Arizona 85363, and the proposed bid price will be publicly read aloud immediately after the time for receiving bids has expired as set forth above. YOUNGTOWN reserves the right to postpone the bid opening date at any time prior to bid opening.

A Non-Collusion Affidavit executed by bidder shall be submitted with the bid.

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

Equal Opportunity: YOUNGTOWN is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit bids on this Project.

TOWN OF YOUNGTOWN, ARIZONA



Nicole Smart, Town Clerk

DATED: September 15, 2020

Publication Dates:

09/17/2020 – 09/18/2020

09/22/2020 – 09/23/2020

INFORMATION FOR BIDDERS AND BIDDING REQUIREMENTS

1. ELIGIBILITY AND PREFERENCE

Contracting with contractors and subcontractors shall be governed by the provisions of Title 34 of the Arizona Revised Statutes, as amended.

1.2 Eligibility of Contractor

1.2.1 The Bidder must have a minimum of three (3) years' experience in similar projects. A "similar project" is one that is similar in both nature and scope to this Project.

1.2.2 If requested by Youngtown, the apparent lowest Bidder shall submit the following documentation for Youngtown's review and Youngtown may base its award of a Contract on the information submitted:

- A. Evidence of loss history and underwriting criteria
- B. Bidder's safety program, including Experience Modifier (EMR)
- C. List of subcontractors
- D. List of references
- E. Similar documents deemed necessary by Youngtown

The documents shall be submitted to Youngtown no later than 72 hours following the request of Youngtown.

1.2.3 Youngtown may also conduct any investigation it deems necessary to determine the Bidder's ability to perform the Work required by the Contract Documents. The purpose for requiring these documents is to assist Youngtown in evaluating the ability of a potential Contractor to perform the Work in accordance with the Contract Documents in a safe manner.

1.2.4 References provided by Contractor are an integral part of Bidder's qualifications. References must be accurate. Bidder authorizes Youngtown's representative to verify any and all information from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

2. PRE-BID CONFERENCE

A pre-bid conference will be held on **September 30, 2020 at 10:00 a.m.** in the Town Hall Conference Room. It is highly recommended that Bidders, Contractors, and other interested parties attend this conference that will be conducted by Youngtown to answer questions. Bidder responsibility issues will be discussed, along with Project requirements.

3. SUBMITTING BIDS

Bids to receive consideration shall be made in accordance with the following instructions:

- 3.1 Before submitting a bid, Bidders shall carefully examine the plans, read the specifications and all other Contract Documents, visit the site of the Work, fully inform themselves as to all existing conditions and limitations, and shall include sums in the bid covering the cost of each item included in the Contract.
- 3.2 Bidder shall include in its bid all applicable taxes, permit fees and other costs to Bidder.
- 3.3 Bidder shall include in its bid all Contractor allowances stated in the Bid Schedule of the Contract Documents.

Any required allowances are set forth in the Bid Schedule. Unless otherwise provided in the Contract Documents:

- 1.3.1 Allowances shall cover the cost to the Contractor (less any applicable trade discount) of the materials including equipment required by the allowance, delivered at the site, and all applicable taxes, overhead, profit handling and other General Condition costs, unless bid unit rates are available in the Bid Schedule. Unit bid rates from the Bid Schedule shall be used to determine the cost of a change to be paid from an allowance, when applicable.
 - 1.3.2 Any remaining allowance amount shall be returned to Youngtown at the end of the Project by deductive change order.
 - 1.3.3 Whenever the cost is more or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, overhead, profit and other expenses.
- 3.4 Lump sum and unit prices bid shall include overhead, profit, taxes, handling and other General Condition costs.
 - 3.5 No bid will be considered unless it is made upon the bid forms contained in the Contract Documents. No bid shall be considered which is deemed as an irregular bid or which fails to conform in all material respects to the plans, specifications and Contract Documents. Bids may be deemed irregular and may be considered non-responsive for any of the following reasons:
 - 3.5.1 If the bid is on a form other than that furnished by Youngtown or if the form is altered.
 - 3.5.2 If the Bidder does not supply its contractor's license or has improper or inadequate state contractor's license(s) to perform the Work.
 - 3.5.3 If there are unauthorized additions, statements, interlineations, alterations, conditional or alternate bids or other irregularities of any kind.

- 3.5.4 If the Bidder adds any provisions reserving the right to accept or reject an award or to enter into a Contract pursuant to an award.
 - 3.5.5 If the Bidder fails to submit any required document.
 - 3.5.6 If numbers are not stated both in writing and in figures where so required. In case of a difference in written words and figures in a bid, the amount stated in written words shall govern unless obviously in error.
 - 3.5.7 If the bid contains a summary or restatement of the Work to be done.
- 3.6 No oral or telephonic bids will be considered.
- 3.7 Bids shall be delivered to the office of Town Clerk, 12030 N. Clubhouse Square, Youngtown, AZ 85363 on or before the day and hour set for the opening of bids in the Notice and Call for Bids as published. Bids shall be submitted in a sealed envelope, which shall be marked as indicated in the Notice and Call for Bids. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
- 3.8 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted so that the Contract shall be read and enforced as though it were included therein.
- 3.9 Bidders shall familiarize themselves with the provisions of the laws, codes and regulations of the State of Arizona, Maricopa County, local agencies that have jurisdiction at the location of the Work. Contractors shall comply with, and require all subcontractors to comply with, all state and local contractor's license laws.
- 3.10 **BID SUBMITTAL: The following documents shall be submitted with the bid:**
- A. Completed and signed bid forms
 - B. Bid Bond
 - C. No Collusion Affidavit
 - D. Authorized Signature Form
 - E. Bidder's Questionnaire
 - F. Copy(s) of Bidder's State of Arizona Contractor's License(s).
- 3.11 Bids must remain valid for 90 days following bid opening unless extended by mutual consent of Youngtown and Bidder.

4. BID SECURITY

Each bid shall be accompanied by a certified check, cashier's check or bid bond from a surety company holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes, and any amendments thereto. The bonds shall be made payable and acceptable to Youngtown. The bid bond shall be for an amount equal to at least

ten percent (10%) of the bid, payable without condition to Youngtown as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the bid and in manner and form required by these Contract Documents and will furnish good and sufficient bond for the faithful performance of the same. The surety bond shall not be executed by an individual surety or sureties. The check or bid bond of the successful Bidder will be retained until the Contract is signed and satisfactory bonds and certificates of insurance furnished, or other disposition made thereof. The check or bid bond of the Bidders whose proposal are not accepted by the Town of Youngtown Council will be returned promptly.

5. SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be or is now being performed.

6. WITHDRAWAL OF BID

Any Bidder may withdraw or revise his bid by telegraphic or written request (but not electronic mail), at any time prior to the expiration of the time for the opening of bids as set forth in the Notice and Call for Bids. Any withdrawal or revision must be done on a copy of the bid form and must be signed by the person indicated on the Authorized Signature Form.

7. INTERPRETATION OF PLANS AND DOCUMENTS

- 7.1 If any person contemplating submitting a bid for the proposed Work is in doubt as to the true meaning of any part of the plans, specifications or other Contract Documents, or finds discrepancies in or omissions from the plans or specifications, he may submit to the Town of Youngtown Attn: Nicole Smart, Town , 12030 N. Clubhouse Square, Youngtown, AZ 85363 written request for an interpretation or correction thereof. The request must be made in writing and delivered at least six (6) days prior to bid opening. Any interpretation or correction of the Contract Documents will be made only by Addendum. A copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. Youngtown will not be responsible for any other explanations or interpretations of the Contract Documents.
- 7.2 Should conflicts occur in or between drawings and specifications, Contractor is deemed to have estimated the more expensive of the two unless he has asked for and obtained a written decision as required in Section 7.1 before submission of his bid as to which method or materials will be required.

8. SUBSTITUTION OF MATERIAL OR EQUIPMENT

- 8.1 Where an item or material is specified by a trade or manufacturer's name, it is done for the purpose of establishing a basis of quality and not for the purpose of limiting competition. Engineer's intent is to consider alternative products which have the desired essential characteristics. Requests for approval of alternative products shall be made through Bidders bidding as prime contractors. No approvals for substitutions will be granted directly to suppliers, distributors, or subcontractors. Pursuant to A.R.S. § 34-104-C, the following procedures will be used:

8.1.2 Bidders desiring to submit alternative product proposals shall submit such proposals to Project Manager at least eight (8) days prior to the original deadline for receiving bids, or any published extension thereof. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. Project Manager will consider such request and either approve or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving bids, Engineer has approved any alternative product proposals, the Bid Documents shall be modified to include the alternative products. The modifications shall be published in the same manner as the original Bid Documents at least five days prior to the deadline for receiving bids. The decision of the Project Manager for approval or disapproval of a proposed substitute shall be final. After the award of Contract, the equivalency evaluations conducted during the bidding period may be reviewed by appointment with Engineer.

- 8.2 Whenever an item of material or piece of equipment is specified with at least two named manufacturers and is followed by the words "No other manufacturers will be considered", only the listed manufacturers will be considered by Youngtown and Engineer.
- 8.3 Whenever an item of material or piece of equipment is specified with a named manufacturer, an "or equal" manufacturer shall apply whether the term "or equal" is listed or not listed within the specifications.

9. ADDENDA

Any addenda issued during the time of bidding, shall become a part of the documents used by the Bidder for the preparation of his bid, shall be covered by the bid and shall be made a part of the Contract Documents. It is the sole responsibility of the Bidder to ensure that they have received and reviewed all addenda and that receipt of such addenda is duly acknowledged on the Bid Form.

10. AWARD OR REJECTION OF BIDS

- 10.1 The Contract will be awarded to the lowest responsible Bidder determined from the Base Bid, plus any combination of Bid Alternates that Youngtown may select, which comply with these instructions and with the Notice and Call for Bids. Youngtown, however, reserves the right to accept or reject any or all bids, to waive any informality or irregularity in the bids received or to withhold the award for any reason Youngtown determines. Bids will be received until the time and date designated in the Notice and Call for Bids. Bids received after the designated time set will be returned to the Bidder unopened.
- 10.2 Bids shall be opened in public and the amount of the bid read aloud. After the bid opening, Youngtown shall analyze the bids and notify all Bidders of the name of the apparent low bidder

or, if the analysis results in a recommendation to award the Contract to a Bidder other than the apparent low Bidder, the Bidder who is recommended for award of the Contract. This will be done by issuing a Notice of Apparent Lowest Responsible Bidder. Such notice shall be given at least four (4) days prior to the date set for the award of the Contract.

11. CONTRACT AND BONDS

- 11.1 The successful Bidder shall execute and deliver a Contract in the prescribed form and shall furnish the required bonds within ten (10) days after issuance of a written Notice of Award or his bid security shall be forfeited as provided elsewhere herein.
- 11.2 The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract Sum and a performance bond in an amount equal to one hundred percent (100%) of the contract sum.
- 11.3 The form of Contract that the successful Bidder as Contractor will be required to execute and the forms of bonds which he will be required to furnish along with a form of insurance certificate are included in the Contract Documents. The Contract, the bonds and the insurance certificate will be executed in two (2) original counterparts.
- 11.4 Bonding companies and insurance carriers shall be "Best Rated A" or better by the A.M. Best Company or comparable rating as determined at the sole discretion of Youngtown. Each bond shall be executed by a surety (bonding company) duly licensed in and possessing 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 11 and acceptable to Youngtown. The Surety Bond shall not be executed by an individual surety or sureties. 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 the State of Arizona. The Bonds shall have attached thereto a certified copy of Power of Attorney for the signed official executing the bonds.

12. ASSIGNMENT OF CONTRACT

No assignment by Contractor of any Contract to be entered into hereunder, or any part thereof, or of funds to be received there under by Contractor, will be recognized by Youngtown unless such assignment has had prior approval of Youngtown and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

13. PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful Bidder may obtain six (6) sets of plans and specifications for this Project at no extra cost.

14. CONTRACT TIME

Contractor shall commence Work under the Contract on the day indicated in the Notice to

Proceed or within ten (10) days thereafter and shall fully complete all Work under the Contract within **240** consecutive calendar days in accordance with Section 9.2. Contractor shall achieve substantial completion within **180** calendar days after the date of the Notice to Proceed and final completion within **30** calendar days. No Work shall commence prior to issuance of a Notice to Proceed, including mobilization on site. Contractor shall at all times during the continuance of the Contract prosecute the Work with such force and equipment as are sufficient to complete it within the time specified.

15. NOTICE OF REQUIREMENT OF COMPLIANCE WITH PERMIT CONDITIONS

This Project includes work that will affect facilities of various agencies, including Library, Museum, campus ground. Applicable licenses, permits and specifications are bound herein and Contractor shall comply with all such specifications and permit conditions.

16. PROJECT MANAGER

- 16.1 This Project will be coordinated by an Project Manager, who will report the progress of the Work and compliance with the Contract Documents to Youngtown. Generally, Project Manager will (1) oversee the progress of the Work, (2) receive submittals, requests for information and other information from Contractor, (3) make recommendations to Youngtown regarding Change Orders and request for extensions of time, (4) make recommendations to Youngtown regarding requests for payment, (5) maintain Project records, (6) determine substantial and final completion of the Project, and (7) do other tasks related to the coordination of the Work.
- 16.2 Project Manager will review and approve shop drawings, make interpretations of the Contract Documents and make determinations regarding substitution of methods and materials. Other duties are set forth in the Contract Documents. Drawings and specifications and copies thereof furnished by Project Manager are and shall remain the property of Youngtown. They are to be used only with respect to this Project and are not to be used on any other Project.
- 16.3 Project Manager will be Youngtown's representative during the construction and until final payment to the Contractor is made. Project Manager will advise and consult with Youngtown. All instructions to Contractor shall be forwarded through Project Manager. Project Manager will have the authority to act on behalf of Youngtown only to the extent provided in the Contract Documents. Contractor shall not be relieved from Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of Engineer in its administration of the Contract, or by inspections, tests or approvals required.

17. SEPARATE CONTRACTS

Separate contracts may be let by Youngtown to perform other or additional work on or near the Work covered by this Contract. Contractor shall be responsible for coordinating the sequencing of the Work under those separate Contract's identified/listed in the supplemental conditions of the Contract Documents. The bid shall include an amount for the administration of the sequencing of these contracts. The requirements of Section 5.8 shall apply.

18. INQUIRIES

All inquiries regarding this invitation for Bids shall be directed to:

Town of Youngtown
Attn: Gregory Arrington
Community Development Manager
12030 N. Clubhouse Square
Youngtown, AZ 85363

19. BID PROTESTS

The protest policy of the Town of Youngtown is available at the Town Clerk's office at 12030 N. Clubhouse Square, Youngtown, AZ 85363.

BID FORM

FOR: Town of Youngtown
12030 N. Clubhouse Square
Youngtown, AZ 85363

Bid of _____,

Contractor's License No. _____

A corporation organized and existing under the laws of the State of _____; or a partnership consisting of _____, partners; or an individual conducting business as hereinafter called the Bidder.

TO: THE HONORABLE MAYOR AND COUNCIL
Town of Youngtown
12030 N. Clubhouse Square
Youngtown, AZ 85363

The undersigned acknowledges that he has received and familiarized himself with the following:

CONTRACT DOCUMENTS
PROJECT MANUAL AND DETAILS
DRAWINGS

ADDENDA No. ____ dated ____; No. ____ dated ____
No. ____ dated ____; No. ____ dated ____
No. ____ dated ____; No. ____ dated ____

The undersigned further acknowledges that he has visited the site and has familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done. The undersigned further acknowledges that if his bid is accepted he shall be bound by the terms of the Contract Documents.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction equipment, and all utility and transportation services necessary to furnish and install, in a workmanlike manner, all Work at the Project listed herein in strict conformity with the Construction Documents for the consideration hereinafter set forth.
2. To hold his Bid open for not less than ninety days (90) Days after the receipt of Bids and to accept the provisions of the instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid within ten (10) days after Award of the Bid, and to furnish a Performance Bond, a Labor & Material Payment Bond and certificates of insurance in accord with the General Conditions and General Requirements of this Contract and to deliver executed Bonds and Insurance Certificates to Youngtown's representative within ten (10) working days following the issuance of the Notice of Award.

4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by Youngtown to substitute another subcontractor or supplier.
5. To achieve substantial completion and final completion within the time period stated in the Contract Documents taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.
6. The undersigned agrees that time is of the essence and Youngtown will suffer financial damages due to Contractor's failure to complete the Work within the Contract Time. The liquidated damages shall be as follows for each calendar day beyond the Contract Time for which Contractors shall fail to complete the Work:

Substantial completion - \$500.00 per calendar day

Final completion - \$500.00 per calendar day

7. The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders. The Bid Security shall become the property of Town of Youngtown, Arizona, as liquidated damages for the delay and additional Work caused thereby in the event the Contract and Bonds are not executed within the time set forth above.

NAME OF BIDDER: _____

**TOWN OF YOUNGTOWN
BID SCHEDULE**

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price	Youngtown Funding Source Code
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price	Youngtown Funding Source Code
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
TOTAL BID PRICE (Items 1-35 Inclusive)					\$ _____	
					(In Numbers)	
						Dollars
					(In Words)	
						Cents

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Youngtown.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Dated this _____ day of _____, 20__.

Name of Bidder (Company)

Address of Bidder

City, State, Zip Code

Area Code/Telephone Number

Area Code/Fax Number

Authorized Officer/Title

Authorized Officer Signature

(I) (We), the undersigned (Corporate Secretary) (Partners), hereby certify that the above-named Officer is hereby authorized to execute all documents relative to this bid and the administration of this bid for and on behalf of the Company named above.

_____ or
Corporate Secretary (signature)

Partner Signature

Partner signature

COPY(S) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)

Attach copy of required license(s)

BID BOND
(Surety Bond)

KNOW ALL MEN BY THESE PRESENT:

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 Town of 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 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 Bid for
_____.

NOW, THEREFORE, if Town of Youngtown shall accept the Proposal of the Principal and the Principal shall enter into a CONTRACT with 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 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 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.

Witness:

Surety

Title

Witness:

Address of Surety:

*** ATTACH POWER OF ATTORNEY**

BIDDERS' QUESTIONNAIRE

[To be submitted with Bid]

Organizational Information

BIDDER: _____
(Bidder's name)

Submitted by:

Name of Organization: _____

Name of Individual: _____

Title: _____

Address: _____

Telephone: () _____

Bidder's General Business Information

Check If: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation:

b. List of Executive Officers:

Name	Title
_____	_____
_____	_____
_____	_____

If Partnership:

a. Date and State of Organization:

b. List of Current General Partners:

Name	Title
------	-------

_____	_____
_____	_____
_____	_____

c. Type of Partnership:

General Publicly Traded Limited

Other (describe): _____

If Joint Venture:

a. Date and State of Organization:

b. Name and Address of Owner or Owners:

Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563? Yes No

If yes, show names and addresses of affiliated companies:

Furnish the following information with respect to an accredited banking institution familiar with your organization:

Name of Bank: _____

Address: _____

Account Manager: _____

Telephone Number: () _____

Similar Projects
(Use Separate Sheets as needed)

Provide information for at least three (3) similar projects successfully completed within the last FIVE (5) years. (See Paragraph 1.2.1)

BIDDER: _____
(Bidder's name)

a. Name of Similar Project #1: _____

b. Contracting Party (Owner):
Name: _____
Address: _____
Telephone Number: (____) _____

c. If Joint Venture, names of each participant:

d. Contract Price: _____

e. Description of Similar Project #1: _____

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by Youngtown.)

f. Start date (notice to proceed issued): _____

g. Completion date provided for in the Contract: _____

h. Substantial completion date (approved by Owner): _____

i. Reasons why work was completed early, or why delays occurred:

j. Final price paid by Owner for the Similar Project #1: _____

k. Describe any large cost over-runs (claims in excess of \$ _____) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

1. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No _____ Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Youngtown may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.

Similar Projects
(Use Separate Sheets as needed)

Similar Project #2

BIDDER: _____
(Bidder's name)

a. Name of Similar Project #2: _____

b. Contracting Party (Owner):
Name: _____
Address: _____
Telephone Number: (____) _____

c. If Joint Venture, names of each participant:

d. Contract Price: _____

e. Description of Similar Project #2: _____

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by Youngtown.)

f. Start date (notice to proceed issued): _____

g. Completion date provided for in the Contract: _____

h. Substantial completion date (approved by Owner): _____

i. Reasons why work was completed early, or why delays occurred:

j. Final price paid by Owner for the Similar Project #2: _____

k. Describe any large cost over-runs (claims in excess of \$ _____) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

1. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No _____ Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Youngtown may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract

Personnel/Subcontractor Qualifications

BIDDER: _____

(Bidder's name)

- a. List details of the construction experience of the key personnel directly involved in construction activities:

- b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:

- c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?

- d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)

- e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes _____ No _____. (Youngtown may request additional information concerning subcontractors' past performance, personnel, equipment, licenses, and other pending projects)

- f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors?

Equipment

BIDDER: _____

(Bidder's name)

- a. Does Bidder own equipment necessary to complete the work if awarded the Contract?
Explain:

- b. Will any equipment need to be rented or leased by Bidder? Explain:

**TOWN OF YOUNGTOWN, ARIZONA
AUTHORIZED SIGNATURE FORM**

WHEREAS, _____, an _____ corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the
that

(Corporate Name) (Name of Parties Authorized)
is/are authorized to execute and sign on behalf of said corporation/company the following documents:

- | | |
|-----------------|---|
| 1. The Contract | 5. Change Orders |
| 2. The Bond | 6. All other papers necessary |
| 3. Payrolls | for the conduct of the corporation's |
| 4. Claims | affairs and the execution of the Contract |

The above-named person(s) is/are granted the authority and duties herein referenced for the duration of the Contract for this Project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

DATED and passed by the Board of Directors this ____ day of _____,
20____.

(Signature of Persons Authorized to Sign) (Title) (Document No.)

PREBID CONFERENCE AGENDA

PROJECT: _____

DATE: _____

1. Project Personnel:

Project Manager: _____

Architectural/Engineering Firm: _____

Architectural/Engineering Representative: _____

2. Project Scope and Review:

3. Special Project Concerns:

- A. Utilities
- B. Site Limitations
- C. Access
- D. Parking
- E. Storage
- F. Lay-down Area
- G. Temporary Offices
- H. Sanitary Facilities
- I. Separate On-going projects in the vicinity
- J. Badges Photo Identification

- K. Dust Control
- L. Traffic Control
- M. SWPPP (Stormwater Pollution Prevention Plan)
- N. Protection of adjacent areas and facilities
- O. Separate Youngtown contract interfacing

- Example:
- i. Carpeting or Flooring
 - ii. Hazardous Materials Removal
 - iii. Other

4. Bid Opening Items for Discussion:

- A. Coordination through Construction Manager
- B. Schedule
- C. Bid Documents
- D. Administrative Procedures

- i. Bid Bond
- ii. Licenses
- iii. Bid Modifications

E. Bidder Eligibility

- i. Items required by Paragraph 1.3.1
- ii. Eligibility Requirements of Paragraph 1.1.2

F. Confirmation of bid location, date and time

5. Contractor's questions

6. Addenda/Items to be clarified

1. _____

2.

3.

4.

5.

7. Site Visit

8. Further Questions

Note no further questions after today if 1 week to bid opening, or give deadline 1 week prior to bid opening if further than 1 week away.

CHECKLIST FOR RECEIVING AND OPENING BIDS

PROCEDURES FOR RECEIVING BIDS

- (1) On the morning bids are due, check the time on the clock, the date/time stamp, and the FAX machine in the bid receipt area to assure the times are coordinated and correct. Assure that the clock visible to bidders in the bid receipt area shows the correct time.
- (2) When bids or modifications are delivered to the bid receiving office, the bids shall be date stamped and the time noted or stamped on the envelope showing the time of receipt.
- (3) The bid receipt time deadline must strictly comply with the specific time called for in the Notice and Call for Bids. It is suggested that the person conducting the bid opening ("Bid Officer") give a warning that the Bid Receipt Deadline is near such as "**The time is now 1:55 pm and all bids must be received by 2:00 pm.**"

The Bid Officer shall be responsible for deciding when the Bid Receipt Deadline has arrived and shall announce "**The 2 pm Deadline has arrived. All bids and bid modifications in our possession at this time are deemed to be timely. No further bids or bid modifications will be accepted.**"

- (4) When multiple bids are delivered just prior to the bid receipt deadline, the Bid Officer shall accept the bids up to the deadline without taking time to note the time on each bid. After announcing that the deadline has arrived, the Bid Officer or assistant should note on those bids which were timely but not stamped that the bids were received prior to the 2:00 pm deadline.
- (5) If a bidder wishes to change the amount of his bid, such change must be received by letter in a sealed envelope with appropriate project information in accordance with the bid documents before the time set for receipt of bids, and shall clearly state the contents include a bid modification.
- (6) The bids, including any modifications, shall be kept in a secure area by the Bid Officer.

PROCEDURES FOR OPENING BIDS

- (1) Once the Bid Officer determines that the bid opening hour has arrived, a **statement should be made as to the number of bids received**. It is prudent to inquire whether any bidder has any question about the pending opening. After receiving either a negative reply or after answering questions, proceed to open the bids in alphabetical order. **Do not open work papers!**
- (2) If a modification to the bid has been received, check it to assure that it has been signed by one of the persons listed on the Authorized Signature Form to make such modifications. Check the time received to assure that it was before the deadline.
- (3) After opening the bid envelope and checking for the information above, state the following items and record on the bid tabulation form:

- a. Bidder/Contractor's Name
- b. Copy of Contractor's License was _____ was not _____ submitted
- c. Bidder's Questionnaire was _____ was not _____ submitted
- d. Receipt of Addenda 1 through ___ are _____ are not _____ acknowledged
- e. Bid Bond or Certified Check is _____ is not _____ included
- f. Bid Form is signed. _____yes _____no
- g. Evidence of Bondability is _____ is not _____ included
- h. Non-Collusion Affidavit is _____ is not _____ included
- i. **Read Bid Information**
 - The TOTAL BASE BID AMOUNT
 - Any Bid Alternative Item Amounts in order
 - Any proper Bid Modification received
 - (days for completion if Bidder was asked to state such on the Bid Form.)
- j. Any **qualification** to the requested information on the Bid Form shall be noted as the Bid is read.

AFTER OPENING IS COMPLETE

- a. Keep all bids, work papers, etc. until **2 hours** after bid opening to allow the Bidders to state he made a mistake.
- b. After two hours, return all Bid Bonds, checks, etc., to all but 3-lowest bidders.
- c. Keep bids and bid bonds or checks from 3-lowest bidders until Contract is signed.
- d. Contact Registrar of Contractor's office and verify Contractor Class and Registration Number of 3 low bidders (and listed subcontractors, if any).
- e. Prepare an official tabulation of bids indicating:
 - Name of project as on the specifications.
 - Time and date of bid receipt and opening.
 - Exact Name, address, telephone & FAX numbers of Bidders.
 - Bidder's Contractor's License Number (or non-requirement statement).
 - All amounts bid for Base Bid(s), Part, the Total Base Bid Amount, any Bid Modification and Additive Bid Items.
 - Completion time stated, if Bidder was given the option.
 - Acknowledgement of receipt of all addenda and number of addenda issued.
 - Name of Agency Bid Opening Designee.

NOTICE OF APPARENT LOWEST RESPONSIBLE BIDDER

Date: _____

PROJECT: _____

On _____, 20__ bids were opened for the above Project. The apparent lowest responsible bidder is _____ with the bid amount of _____.

The Award of Contract will be on the Town Council's agenda for its meeting on _____, 20__. Any protests to the Award of Contract must be submitted in writing to the Town Clerk within twenty-four (24) hours of the issuance of this Notice of Apparent Lowest Responsible Bidder.

Respectfully,

NOTICE OF AWARD

Date: _____

CONTRACTOR'S Name and Address: _____

As the authorized representative for the Town of Youngtown, I am pleased to notify you that _____ has been awarded a CONTRACT for the PROJECT entitled _____ in accordance with the CONTRACT DOCUMENTS for the amount of \$ _____ as specified in your Bid. Enclosed are _____ copies of the CONTRACT DOCUMENTS for your completion. Please execute and return all copies of the CONTRACT DOCUMENTS including the Bond(s), Power of Attorney and Certificates of Insurance to this office on or before _____ . One fully executed copy will then be returned to you for your records.

Be advised that a pre-construction conference has been scheduled for _____ at _____ .m. Please submit your INITIAL CONTRACT SCHEDULE prior to the pre-construction conference. That schedule will be discussed at the pre-construction conference. In accordance with the CONTRACT DOCUMENTS, you, your principal subcontractors and principal suppliers and manufacturers are required to attend the pre-construction conference.

Thank you and we look forward to a good working relationship.

Respectfully,

**2020 YOUNGTOWN LIBRARY ADDITION:
CONSTRUCTION CONTRACT AND GENERAL CONDITIONS
FOR DESIGN-BID-BUILD (DBB) PROJECT**

TABLE OF CONTENTS

	PAGE
1. Project Description _____	1
2. Performance Standard _____	1
3. Contract Time _____	1
4. Subcontractors _____	1
5. Independent Contractor _____	2
6. Labor and Materials _____	2
7. Taxes _____	2
8. Permits and Fees _____	2
9. Bonds _____	2
10. Superintendent _____	3
11. Progress Schedule _____	3
12. Drawings and Samples _____	4
13. Errors in the Plans _____	4
14. YOUNGTOWN's Right to Stop, Carry Out or Correct the Work _____	4
15. Warranty _____	4
16. Indemnification _____	5
17. Insurance _____	5
18. Change Orders _____	7
19. Disputed Work _____	7
20. Payments and Completion _____	8
21. Protection of Persons and Property _____	8
22. Governing Law _____	9
23. Successors and Assigns _____	9
24. Service of Notice _____	9
25. Claims for Damages _____	10
26. Rights and Remedies _____	10
27. Time is of the Essence _____	10
28. Termination by YOUNGTOWN _____	11
29. Conflict of Interest _____	11

TABLE OF CONTENTS

PAGE

30. Litigation _____ 11

31. Protection of Persons and Property _____ 11

32. Immigration Law Compliance Warranty _____ 11

Bid Form _____ A-1

Bid Bond _____ B-1

Affidavit by Contractor _____ C-1

Bidder's Questionnaire _____ D-1

Authorized Signature Form _____ E-1

Performance Bond _____ F-1

Labor and Materials Bond _____ G-1

Notice to Proceed _____ H-1

Change Order Form _____ I-1

Contractor's Affidavits Regarding Settlement of Claims _____ J-1

Supplementary Conditions _____ SC-1

Technical Specifications _____ TS-1

**CONSTRUCTION CONTRACT AND GENERAL CONDITIONS
FOR DESIGN-BID-BUILD (DBB) PROJECT**

THIS CONTRACT made and entered into this ____ day of _____, 2020, by and between _____, hereinafter designated as "CONTRACTOR", and the Town of Youngtown, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "YOUNGTOWN."

YOUNGTOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 PROJECT DESCRIPTION

CONTRACTOR shall do and perform, or cause to be done and performed in accordance with this Contract, the Project entitled "2019 Library Addition", hereinafter referred to as "The Project" or "The Work," in accordance with and as more fully described in the Notice of Call for Bids, Specifications, Drawings, Bid Form, Bid Security, Performance Bond, Labor and Material Bond, and Addenda thereto, if any, hereinafter referred to as "Contract Documents," all of which are incorporated herein by reference and made a part hereof as though set forth in full.

2.0 PERFORMANCE STANDARD

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

3.0 CONTRACT TIME

CONTRACTOR hereby fixes the time for completion of all Work required to be within ____ days beginning with the day following the starting date specified in the Notice to Proceed, or by the ____ of _____, 2020. Upon failure to complete the Work within the time specified, CONTRACTOR shall pay the amount of \$ ____ per day for each day the Work remains unfinished as and for liquidated damages incurred by YOUNGTOWN for failure to complete the Work within the specified time.

4.0 SUBCONTRACTORS

The names of subcontractors submitted at the time of the submission of the bid to YOUNGTOWN shall be assumed to be the subcontractors which the CONTRACTOR shall use for Work required to be done under the Contract Documents. The CONTRACTOR shall make no substitution for any subcontractor, person, or entity previously selected if YOUNGTOWN makes a reasonable objection to such substitution. CONTRACTOR shall not contract with any subcontractor to whom YOUNGTOWN has

made a reasonable objection. CONTRACTOR shall not be required to contract with anyone to whom he has made a reasonable objection.

5.0 INDEPENDENT CONTRACTOR

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

6.0 LABOR AND MATERIALS

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

7.0 TAXES

CONTRACTOR shall pay all licenses, sales, consumer, use and other similar taxes for the Work or portions thereof provided by the CONTRACTOR which are legally enacted at the time bids are received, whether effective or subsequently applicable due to acts of jurisdictions or bodies other than YOUNGTOWN.

8.0 PERMITS AND FEES

CONTRACTOR shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the Contract and which are legally required. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

9.0 BONDS

Concurrently with the execution of the Contract, the CONTRACTOR shall furnish YOUNGTOWN the following Bonds, which shall become binding upon the award of the Contract to the CONTRACTOR:

- 9.1 A Performance Bond: In an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of YOUNGTOWN.

- 9.2 A Payment Bond: In an amount equal to the full 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.
- 9.3 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.
- 9.4 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to YOUNGTOWN. The Bonds shall be written or countersigned by an authorized representative of the surety, who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.
- 9.5 Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

10.0 SUPERINTENDENT

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

11.0 PROGRESS SCHEDULE

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

12.0 DRAWINGS AND SAMPLES

CONTRACTOR shall furnish within three (3) working days following request therefore by YOUNGTOWN detailed drawings of the Work and samples of materials required for the performance or coordination of the Work. Drawings and samples shall comply with the requirements of the Contract Documents or shall be rejected.

13.0 ERRORS IN THE PLANS

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

14.0 YOUNGTOWN'S RIGHT TO STOP, CARRY OUT OR CORRECT THE WORK

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

15.0 WARRANTY

CONTRACTOR warrants to YOUNGTOWN that all materials and equipment furnished under this Contract will be new, and that all Work will be of good quality, free from faults and defects. CONTRACTOR further guarantees all Work and materials for a period of one year from the date of acceptance of the Project. Should any portion of the Work need replacement or repair within one year from the date of completion due to construction methods or material failure, the CONTRACTOR shall replace such Work at

no cost to YOUNGTOWN. If CONTRACTOR fails within reasonable time to replace or repair any portion of the Work deemed to be needed, YOUNGTOWN may cause said Work to be done and CONTRACTOR agrees to pay all costs incurred therein. All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by YOUNGTOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

16.0 INDEMNIFICATION

16.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall indemnify and hold harmless YOUNGTOWN, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Agreement. Contractor's duty to indemnify and hold harmless YOUNGTOWN, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Contractor or used by Contractor in the performance of this Agreement.

16.2 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.

17.0 INSURANCE

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

<u>TYPE OF COVERAGE</u>	<u>AMOUNT NOT LESS THAN</u>
Workers' Compensation	Statutory

Employers Liability	\$100,000 each accident \$100,000 disease each employee \$500,000 disease aggregate
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<u>TYPE OF COVERAGE</u>	<u>AMOUNT NOT LESS THAN</u>
Commercial General Liability (including contractual liability for this Contract; broad form property damage; completed operations; and explosion, collapse and underground coverage)	\$1,000,000 per occurrence \$2,000,000 aggregate combined single limit
Automobile Liability (including owned, hired and non-owned coverages)	\$1,000,000 combined single limit
Builders "All-risk"	Completed Value (at least 100% of the Contract)

- 17.2 CONTRACTOR shall submit to YOUNGTOWN proof of the required insurance upon executing this Contract. Such proof of insurance shall include the Project Name, Project Number and Contract Number. CONTRACTOR shall obtain the above-described insurance from insurance companies which are duly authorized to issue such policies in the State of Arizona and "Best Rated A" or better by the A.M. Best Company, or which are otherwise acceptable to YOUNGTOWN. CONTRACTOR shall maintain such insurance coverage until all the Work has been completed and the Project has been accepted by YOUNGTOWN.
- 17.3 YOUNGTOWN shall not be obligated to review any of the CONTRACTOR's Certificates of Insurance, insurance policies or endorsements or to advise CONTRACTOR of any deficiencies in such documents and any receipt of copies or review by YOUNGTOWN of such documents shall not relieve CONTRACTOR from or be deemed a waiver of YOUNGTOWN's right to insist on strict fulfillment of CONTRACTOR's obligations under this paragraph.
- 17.4 The insurance coverages referenced above shall apply to all operations of CONTRACTOR related to the Project which are undertaken by the insured, subcontractors or their employees and agents during the life of this Contract. These policies shall not expire until all Work has been completed and the Project has been accepted by YOUNGTOWN. If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to YOUNGTOWN not less than thirty (30) calendar days prior to expiration date.

18.0 CHANGE ORDERS

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

19.0 DISPUTED WORK

If, pursuant to Paragraph 18, CONTRACTOR claims changes ordered by YOUNGTOWN involve extra cost, CONTRACTOR shall nevertheless perform the same if directed to do so by YOUNGTOWN. However, to preserve CONTRACTOR's right to claim extra compensation for the disputed Work, CONTRACTOR shall, prior to proceeding with the Work, notify YOUNGTOWN in writing that CONTRACTOR is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain CONTRACTOR's contention as to the appropriate compensation for extra Work that is not disputed to be an "extra") -- the notice in that circumstance to be given not later than ten (10) working days after the tender of payment by YOUNGTOWN to CONTRACTOR of the reduced amount (or amount for the nondisputed "extra") as computed by YOUNGTOWN. Failing such written protest, it shall be deemed that CONTRACTOR has acquiesced to YOUNGTOWN's contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a nondisputed "extra") is correct, as the case

may be. The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to CONTRACTOR's claim.

20.0 PAYMENTS AND COMPLETION

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

21.0 PROTECTION OF PERSONS AND PROPERTY

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

CONTRACTOR's operations shall be in accordance with the Manual on Uniform Traffic Control Devices, Latest Edition. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by YOUNGTOWN, traffic shall be permitted to pass through the Work area. CONTRACTOR shall coordinate with the various agencies to include governmental, commercial and public, so that adequate services are maintained.

CONTRACTOR will coordinate and schedule off-duty police officers with the Town of Youngtown as a part of the CONTRACTOR's traffic control work. YOUNGTOWN will pay for the officers directly with no payment to the CONTRACTOR for this item. CONTRACTOR will be required to present an overall estimate of off duty officer hours required with the submission of his master schedule for the project. Officers charge a minimum of four hours to the project if scheduled. In the event that the CONTRACTOR fails to prosecute the work in a timely and orderly fashion, YOUNGTOWN shall notify the CONTRACTOR and reserves the right to negotiate a corresponding deductive change order with the CONTRACTOR based upon the cost of \$65/hour/officer that YOUNGTOWN will incur for the off duty officers.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.

Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. CONTRACTOR shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of YOUNGTOWN, are required.

22.0 GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona.

23.0 SUCCESSORS AND ASSIGNS

YOUNGTOWN and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any monies due or to become due to him hereunder without the previous written consent of YOUNGTOWN.

24.0 SERVICE OF NOTICE

All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given properly when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph; (2) delivered personally to the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this

paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph.

YOUNGTOWN:

Jeanne Blackman
Town Manager
Town of Youngtown
12030 North Clubhouse Square
Youngtown, Arizona 85363

CONTRACTOR:

Representative Name
Representative Name
Company Name
Company Address
Company Address

25.0 CLAIMS FOR DAMAGES

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

26.0 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YOUNGTOWN or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach except as may be specifically agreed in writing.

27.0 TIME IS OF THE ESSENCE

All time limits stated in the Contract Documents are of the essence. CONTRACTOR shall begin Work on the date specified in the Notice to Proceed and shall carry the Work forward expeditiously. If CONTRACTOR is delayed at any time in the progress of the Work by any act or neglect of YOUNGTOWN or by any employee of YOUNGTOWN or by change orders in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay caused by YOUNGTOWN, or by any other cause which YOUNGTOWN determines may justify the delay, then the Contract Time shall be extended by change order for such reasonable time as YOUNGTOWN may determine. Any claim for extension of time shall be made in writing to YOUNGTOWN's Representative not more than five (5) working days after the commencement of the delay; otherwise said claim shall be waived by CONTRACTOR.

In the case of a continuing delay, only one claim is necessary. CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the Work. This paragraph does not exclude the recovery of damages for delay by either party under the provisions of the Contract Documents.

28.0 TERMINATION BY YOUNGTOWN

If the CONTRACTOR is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of the Contract Documents, then YOUNGTOWN, upon certification by YOUNGTOWN's Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the CONTRACTOR and his Surety, if any, ten (10) working days written notice, terminate this Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and may finish the Work by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to the CONTRACTOR; if such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to YOUNGTOWN. The amount to be paid to the CONTRACTOR or to YOUNGTOWN, as the case may be, shall be certified by YOUNGTOWN's Representative and this obligation for payment shall survive the termination of the Contract.

29.0 CONFLICT OF INTEREST

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

30.0 LITIGATION

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

31.0 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded. If an unsafe condition arises or exists during the progress of the Work, or if YOUNGTOWN has reason to believe an unsafe condition exists, the CONTRACTOR shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition. Neither the CONTRACTOR nor any subcontractor shall trespass upon private property. The CONTRACTOR shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of the CONTRACTOR or subcontractors completing this Work. The CONTRACTOR shall ensure that both the CONTRACTOR and subcontractors comply with the laws and regulations of YOUNGTOWN, County and State relating to the safety of persons and property. The CONTRACTOR will be held responsible for any injury or damage to persons or property caused by the CONTRACTOR or subcontractors or any agent or employee of either during the progress of the Work and until its final acceptance. The CONTRACTOR shall protect against injury or damage to pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this Work except as stipulated elsewhere herein. The CONTRACTOR shall be responsible and liable for any injury or damage to such pipes, structures and property.

32. IMMIGRATION LAW COMPLIANCE WARRANTY

- 32.1 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.
- 32.2 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.
- 32.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. CONTRACTOR is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. YOUNGTOWN at its option may terminate the Contract after the third violation. CONTRACTOR shall not be deemed in material breach of this Contract if the CONTRACTOR and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

32.4 YOUNGTOWN retains the legal right to inspect the papers of any CONTRACTOR or subcontractor employee who works on the Contract to ensure that the CONTRACTOR or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

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

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

TOWN OF YOUNGTOWN

By: _____
Michael LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan
Gust Rosenfeld PLC.
Town Attorney

CONTRACTOR

By: _____
Title: _____

BID FORM

FOR: TOWN OF YOUNGTOWN
12030 North Clubhouse Square
Youngtown, Arizona 85363

Bid of _____,

Contractor's License No. _____

A corporation organized and existing under the laws of the State of _____; or a partnership consisting of _____, partners; or an individual conducting business as hereinafter called the Bidder.

TO: THE HONORABLE MAYOR AND COUNCIL
Town of Youngtown
12030 North Clubhouse Square
Youngtown, Arizona 85363

FOR: Town of Youngtown Library Additional Project

The undersigned acknowledges that he has received and familiarized himself with the following:

CONTRACT DOCUMENTS
PROJECT MANUAL AND DETAILS
DRAWINGS

ADDENDA No. ____ dated ____; No. ____ dated ____
No. ____ dated ____; No. ____ dated ____
No. ____ dated ____; No. ____ dated ____

The undersigned further acknowledges that he has visited the site and has familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done. The undersigned further acknowledges that if his bid is accepted he shall be bound by the terms of the Contract Documents.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction equipment, and all utility and transportation services necessary to furnish and install, in a workmanlike manner, all Work at the Project listed herein in strict conformity with the Construction Documents prepared by _____ for the consideration hereinafter set forth.
2. To hold his Bid open for not less than ninety days (90) Days after the receipt of Bids and to accept the provisions of the instructions to Bidders regarding disposition of Bid Security.

3. To enter into and execute a Contract if awarded on the basis of this Bid within ten (10) days after Award of the Bid, and to furnish a Performance Bond, a Labor & Material Payment Bond and certificates of insurance in accord with the General Conditions and General Requirements of this Contract and to deliver executed Bonds and Insurance Certificates to YOUNGTOWN's representative within ten (10) working days following the issuance of the Notice of Award.
4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by YOUNGTOWN to substitute another subcontractor or supplier.
5. To achieve substantial completion and final completion within the time period stated in the Contract Documents taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.
6. The undersigned agrees that time is of the essence and YOUNGTOWN will suffer financial damages due to Contractor's failure to complete the Work within the Contract Time. The liquidated damages shall be as follows for each calendar day beyond the Contract Time for which Contractors shall fail to complete the Work:

Substantial completion - \$ _____ per calendar day
Final completion - \$ _____ per calendar day
7. The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders. The Bid Security shall become the property of Town of Youngtown, Arizona, as liquidated damages for the delay and additional Work caused thereby in the event the Contract and Bonds are not executed within the time set forth above.

NAME OF BIDDER: _____

**TOWN OF YOUNGTOWN
 BID SCHEDULE
 LIBRARY ADDITION PROJECT**

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price	YOUNGTOWN Funding Source Code
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price	YOUNGTOWN Funding Source Code
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
TOTAL BID PRICE (Items 1-35 Inclusive)				\$ _____ (In Numbers)		
				_____ Dollars		
				(In Words)		
				_____ Cents		

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by YOUNGTOWN.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Dated this _____ day of _____, 20__.

Name of Bidder (Company)

Address of Bidder

City, State, Zip Code

Area Code/Telephone Number

Area Code/Fax Number

Authorized Officer/Title

Authorized Officer Signature

(I) (We), the undersigned (Corporate Secretary) (Partners), hereby certify that the above-named Officer is hereby authorized to execute all documents relative this bid and the administration of this bid for and on behalf of the Company named above.

Corporate Secretary (signature) or

Partner Signature

Partner Signature

COPY(s) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)

Attach copy of required license(s)

BID BOND
(Surety Bond)

KNOW ALL MEN BY THESE PRESENT:

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 Town of 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 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 Bid for _____

NOW, THEREFORE, if Town of Youngtown shall accept the Proposal of the Principal and the Principal shall enter into a CONTRACT with 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 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 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.

Witness:

Surety

Title

Witness:

Address of Surety:

* Attach Power of Attorney

BIDDERS' QUESTIONNAIRE

[To be submitted with Bid]

Organizational Information

BIDDER: _____
(Bidder's name)

Submitted by:

Name of Organization: _____

Name of Individual: _____

Title: _____

Address: _____

Telephone: (____) _____

I. Bidder's General Business Information

Check If: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation:

b. List of Executive Officers:

Name	Title
_____	_____
_____	_____
_____	_____

If Partnership:

a. Date and State of Organization:

b. List of Current General Partners:

Name	Title
_____	_____
_____	_____
_____	_____

c. Type of Partnership:

- General Publicly Traded Limited
 Other (describe): _____

If Joint Venture:

a. Date and State of Organization:

b. Name and Address of Owner or Owners:

Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563? Yes No

If yes, show names and addresses of affiliated companies:

Furnish the following information with respect to an accredited banking institution familiar with your organization:

Name of Bank: _____

Address: _____

Account Manager: _____

Telephone Number: () _____

Similar Projects
(Use Separate Sheets as needed)

Provide information for at least TWO (2) similar projects successfully completed within the last FIVE (5) years. (See Section 1.1.2.)

BIDDER: _____
(Bidder's name)

a. Name of Similar Project #1: _____

b. Contracting Party (Owner):
Name: _____
Address: _____
Telephone Number: (____) _____

c. If Joint Venture, names of each participant:

d. Contract Price: _____

e. Description of Similar Project #1: _____

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by YOUNGTOWN.)

f. Construction Manager(s) during the Similar Project #1:
Name: _____
Address: _____
Telephone Number: (____) _____

g. Start date (notice to proceed issued): _____

h. Completion date provided for in the Contract: _____

i. Substantial completion date (approved by Owner): _____

j. Reasons why work was completed early, or why delays occurred:

k. Final price paid by Owner for the Similar Project #1: _____

l. If final price was 10% less or more than the original Contract Price, describe why:

m. Describe any large cost over-runs (claims in excess of \$ _____) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

n. Did Owner file a lawsuit against Bidder concerning performance?
Yes _____ No _____ If so, what was the result? _____

o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No _____ Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. YOUNGTOWN may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.

Similar Projects
(Use Separate Sheets as needed)

Similar Project #2

BIDDER: _____
(Bidder's name)

a. Name of Similar Project #2: _____

b. Contracting Party (Owner):

Name: _____

Address: _____

Telephone Number: (____) _____

c. If Joint Venture, names of each participant:

d. Contract Price: _____

e. Description of Similar Project #2: _____

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by YOUNGTOWN.)

f. Construction Manager(s) during the Similar Project #2:

Name: _____

Address: _____

Telephone Number: (____) _____

g. Start date (notice to proceed issued): _____

h. Completion date provided for in the Contract: _____

i. Substantial completion date (approved by Owner): _____

j. Reasons why work was completed early, or why delays occurred:

k. Final price paid by Owner for the Similar Project #2: _____

l. If final price was 10% less or more than the original Contract Price, describe why:

m. Describe any large cost over-runs (claims in excess of \$ _____) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

n. Did Owner file a lawsuit against Bidder concerning performance?

Yes _____ No _____ If so, what was the result? _____

o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No _____ Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. YOUNGTOWN may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract

Personnel/Subcontractor Qualifications

BIDDER: _____
(Bidder's name)

- a. List details of the construction experience of the Key Personnel (as defined in Paragraph 1.1.2 of the Contract Documents) directly involved in construction activities:

- b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:

- c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?

- d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)

- e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes ____ No _____. (YOUNGTOWN may request additional information concerning subcontractors' past performance, personnel, equipment, licenses, and other pending projects)

- f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors?

g. If Bidder requires additional or replacement personnel and/or subcontractors to complete the Work, and there is a labor shortage due to high volume of construction occurring in the Phoenix metropolitan area, is Bidder able to complete the Work on time, as required by the Contract Documents? Yes _____ No _____. Please describe. (YOUNGTOWN does not consider mere labor shortage to qualify as force majeure.)

h. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principle of another organization? Yes _____ No _____. If yes, described circumstances:

Equipment

BIDDER: _____

(Bidder's name)

- a. Does Bidder own equipment necessary to complete the work if awarded the Contract?
Explain:

- b. Will any equipment need to be rented or leased by Bidder? Explain:

**TOWN OF YOUNGTOWN, ARIZONA
AUTHORIZED SIGNATURE FORM**

WHEREAS, _____, an _____ corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the _____ that

(Corporate Name)

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said corporation/company the following documents:

- | | |
|-----------------|--|
| 1. The CONTRACT | 5. CHANGE ORDERS |
| 2. The Bond | 6. All other papers necessary for the |
| 3. Payrolls | conduct of the corporation's affairs and |
| 4. Claims | the execution of the CONTRACT. |

The above-named person(s) is/are granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period.

DATED and passed by the Board of Directors this ____ day of _____, 20____.

(Signature of Persons Authorized to Sign)

(Title)

(Document No.)

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% 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 of
Youngtown, County of Maricopa, State of Arizona in the amount of _____
Dollars (\$ _____), for the payment of which,
the Principal and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

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

[SIGNATURES ON FOLLOWING PAGE]

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 100% 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 Youngtown, County of
Maricopa, State of Arizona in the amount of _____
Dollars (\$ _____), for the payment of which the Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

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

[SIGNATURES ON FOLLOWING PAGE]

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

NOTICE TO PROCEED

DATE:

TO:

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT

Project Name:	Town of Youngtown Library Addition
Contract No:	Project Number:
Contract Amount: \$	Liquidated Damages: \$ __/day
Effective Date:	Substantial Completion Date:
P.O. Number:	Final Completion Date:
Council Approval:	Item Number:

This letter serves as _____, NOTICE TO PROCEED with performance of the above-referenced project contract.

A fully executed and approved copy of the contract and the project's purchase order are enclosed for your files. Also attached is a Notice-to-Proceed CD containing forms required for project completion and a Purchase Order. Please indicate the above-referenced contract number and project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:

1. Cover Letter transmitting the Pay Application, an updated cash flow, updated schedule and a summary of the project status.
2. A completed "Application and Certification for Payment", on approved YOUNGTOWN format.
3. A clear, detailed billing invoice, indicating the Contract Number, Project Number and Purchase Order Number referenced above.

If you have any questions please contact _____ at (623)933-8286.

Sincerely,

Town Manager

ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged by _____, this ____ day of _____, 20__.

By _____

Title _____

CHANGE ORDER NO. _____
(Contractor)

PROJECT: Town of Youngtown Library Addition
DATE:
OWNER: Town of Youngtown
PROJECT NO:
CONTRACT NO:
CONTRACTOR:
CONTRACT DATED:
PM/CM (Name)

CHANGES: The CONTRACT is changed as follows: (Insert brief description)

COST/TIME: Original CONTRACT SUM:

\$ _____

Previously Authorized CHANGE ORDERS:

\$ _____

CONTRACT sum prior to this CHANGE ORDER:

\$ _____

CHANGE ORDER # Amount:

\$ _____

New CONTRACT SUM:

\$ _____

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

PM/CM

(Name) (Date)

CONTRACTOR:

(Name) (Date)

YOUNGTOWN:

(Name) (Date)

Not valid until signed by both YOUNGTOWN and/or PM/CM. Signature of CONTRACTOR indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.

**TOWN OF YOUNGTOWN, ARIZONA
CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS**

PROJECT Library Addition Project

To Town of Youngtown, Arizona
Building Department:

The undersigned hereby certifies that (1) all lawful claims for MATERIALS, rental of equipment and labor used in connection with the construction of the above PROJECT, whether by SUBCONTRACTOR or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for MATERIALS, equipment or labor in connection with this PROJECT.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the CONTRACT, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described PROJECT. The undersigned further agrees to indemnify and save harmless Town of Youngtown against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said YOUNGTOWN may suffer arising out of the failure of the undersigned to pay for all labor performance and MATERIALS furnished for the performance of said installation.

Signed and dated at _____, this ____ day of _____, 20 ____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public

My Commission Expires:

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-1.01.: TOWN TO ADD AS APPLICABLE

TECHNICAL SPECIFICATIONS

TOWN TO ADD

PRE-CONSTRUCTION CONFERENCE AGENDA

The Pre-Construction Conference is to be held within fourteen (14) days after the Notice of Award to establish a working understanding among the parties as to the work and to discuss the schedules, procedures for handling submittals, processing Applications for Payment, and maintaining required records.

1. Attendees

- Contractor and his superintendent _____
- Principal Subcontractors. _____
- Representatives of principal suppliers\manufacturers _____
- Architect/Engineer Representative _____
- Principal Sub-consultant Representatives _____
- Representatives of Town _____
- Others as requested _____

2. Items for Discussion

- Coordination through engineer
- Discussion of Contractor's Initial Construction Schedule
- Transmittal, review, and distribution of submittals.
- Processing applications for payment.
- Cash Flow Reporting
- Maintaining record documents.
- Construction red-line drawings.
- Traffic Control.
- Dust Control.
- Critical Work sequencing.
- Storm Water Pollution Protection Plan (SWPPP).
- Architect/Engineer Instruction Bulletins and Change Orders.

Special conditions items.

Use of premises, office and storage areas, security,
housekeeping, and Town's needs.

Major equipment deliveries and priorities.

Special project concerns.

- utilities
- site limitations
- access
- parking
- storage
- lay-down area
- temporary offices
- sanitary facilities
- other on-going projects

Other special items (utilities, site limitations, access, parking, storage, lay-down area, temporary offices, sanitary facilities, on-going projects)

Contractor's Safety Program.

Protection of adjacent areas and facilities

Separate Town contracts (carpeting/flooring, hazardous material removal, etc.)

Other

<u>Item</u>	<u>Description</u>	<u>Status</u>	<u>Due by</u>	<u>Action By</u>

Next meeting – To be held XX-XX-XX at the XXXXXXXXXXXX at X:XX. All parties are encouraged to attend

It is believed that the above statements are an accurate summation of the items discussed during this meeting. Upon receipt of these minutes, individuals copied are advised to review the context for discrepancies, additions, or deletions and respond to (insert preparers name) within three (3) working days of receipt.

Prepared by: _____

Signed: _____
By: Project Manager

Date Prepared:

Distribution:

All Attendees

Project No.: _____

NOTICE TO PROCEED

DATE:

TO:

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT

Project Name:

Project Number:

Contract Amount: \$

Effective Date:

Liquidated Damages: \$ _____/day

Substantial Completion Date:

Final Completion Date:

Council Approval:

Item Number:

This letter serves as _____, NOTICE TO PROCEED with performance of the above-referenced project contract.

A fully executed and approved copy of the project’s contract and purchase order are enclosed for your files.

When submitting payment requests, the following information is needed:

1. Cover letter transmitting the pay application, updated cash flow, updated schedule and a summary of the project status.
2. A completed “Application and Certification for Payment”, on approved Town format.
3. A clear, detailed billing invoice, printed on company letterhead, indicating the Project Name and Number referenced above.

If you have any questions please contact Capital Projects at _____

Sincerely,

Capital Projects Coordinator

Enclosures:

cc:

ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged by _____, this ____ day of _____, 20__.

By _____

Title _____

CHANGE ORDER NO. _____
(Contractor)

PROJECT: Town of Youngtown Library Addition
DATE:
OWNER: Town of Youngtown
PROJECT NO:
CONTRACT NO:
CONTRACTOR:
CONTRACT DATED:
PM/CM (Name)

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Approved/Accepted by:

PM/CM

(Name) (Date)

CONTRACTOR:

(Name) (Date)

YOUNGTOWN:

(Name) (Date)

Not valid until signed by both YOUNGTOWN and/or PM/CM. Signature of CONTRACTOR indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.

DAILY INSPECTION REPORT

PROJECT # _____

NAME OF PROJECT _____

DATE _____

S - M - T - W - T - F - S

WEATHER - HIGH LOW *sunny partly cloudy overcast rain*

EQUIPMENT ON SITE

CREW ON SITE

TO BE DONE TODAY (ACTION LIST)

NOTICES, LETTERS, MEMOS, ETC. ISSUED OR RECEIVED TODAY

PHONE CALLS

CERTIFICATE OF FINAL COMPLETION

Project:
Project No.:
Contractor:

The Date of Final Completion for the work included in this contract is the date certified by the engineer when construction of all items of the WORK is completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected pursuant to PART IX in the General Conditions.

The work performed for the above listed contract, has been reviewed and found to be finally complete by the engineer. The Date of Final Completion is as follows: [Date] Issuance of this Notice of Final Completion shall serve as the initiation of the warranty period. Upon successful completion of the warranty period the Performance Bond will be released.

The engineer recommends to the Town of Youngtown final acceptance of the entire WORK.

Engineer

ACCEPTED:

Program Manager

Signature

Town of Youngtown

Date

Distribution:
Town Representative:
Engineer of Record:
General Contractor:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:
Project No.:
Contractor:

The Date of Substantial Completion for the work included in this contract is the date certified by the engineer when construction is sufficiently complete to the point that the Town of Youngtown is able to use or occupy the project, or a designated portion thereof, in its intended capacity and is in accordance with the contract documents

The work performed for the above listed contract, has been reviewed and found to be substantially complete by the engineer. The Date of Substantial Completion is as follows: [Date]. Attached is a list of incomplete work or work that does not conform to the contract documents (punch list).

You have 30 days from the date of Substantial Completion to complete the WORK or face liquidated damages as stated in the General Conditions Section 9.2.1

Distribution:
Town Representative:
Engineer of Record:
General Contractor: