

**TOWN OF PARADISE VALLEY
NOTICE OF FORMAL SOLICITATION**



SOLICITATION TYPE:	INVITATION FOR BIDS
SOLICITATION NO.:	IFB-18-0012-PBW
BID DUE DATE AND TIME:	January 24, 2018 at 2:00 pm. local Arizona Time
LOCATION: Engineering/Public Works Dept. 6401 East Lincoln Drive Paradise Valley, Arizona 85253 Label Envelope: IFB-18-0012-PBW (Mill & Overlay)	MAILING ADDRESS: Town of Paradise Valley Engineering/Public Works Department Attn: Jerry Cooper 6401 East Lincoln Drive Paradise Valley, AZ 85253

Note: There will be **MANDATORY Pre-Bid Conference on January 10, 2018 at 2:00 p.m.** local Arizona time. **Persons or firms that do not attend the pre-bid conference are not eligible to bid on this project.**

Sealed bids for the commodity or service specified will be received by the Engineering/Public Works Department, Town of Paradise Valley, 6401 East Lincoln Drive, Paradise Valley, Arizona 85253 until the bid due date and time cited above. Solicitations received by the due date and time will be opened publicly and the prices shall be read aloud at the Town Hall Board Room at 2:00 p.m. local Arizona time.

Bids must be in the actual possession of the Engineering/Public Works Department by the due date and time indicated above, with the date and time submitted indicated on the submittal by an employee of the Town Public Works Department. **Late submittals or unsigned submittals will not be considered under any circumstances.**

Bids must be submitted in a sealed envelope with the solicitation number and the Bidder's name and address clearly indicated on the envelope. All bids must be completed in ink or typewritten. Additional instructions for preparing your bid are provided on the following pages.

Commodity and/or Service: **PAVEMENT PRESERVATION (various surface seals; Asphalt mill & inlay; and concrete flat work)**

Contract Type and Period: **TERM CONTRACT**

Contact: **Jerry Cooper, Public Works Supervisor**
Email: Jcooper@paradisevalleyaz.gov

THIS BID IS SUBMITTED BY:

Name of Company: _____

Contact Name: _____

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INFORMATION AND INSTRUCTIONS TO BIDDERS

1. **IFB.** This procurement is an Invitation to Bid for Pavement Preservation (various surface seals; asphalt mill & inlay; and concrete flat work): Solicitation No. IFB-18-0012-PBW.

2. GENERAL INFORMATION

2.1. Bids must be received by Town of Paradise Valley, Public Works/Engineering Department, 6401 East Lincoln Drive, Paradise Valley, Arizona 85253, on or before on January 24, 2018 at 2:00 p.m. local Arizona time. **Late Bids will not be accepted.**

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

2.3. **Pre-Bid Conference.** A **mandatory** Pre-Bid Conference has been scheduled for 2:00 P.M. local Arizona time on January 10, 2018, at the Town Hall Board Room, 6401 East Lincoln Drive, Paradise Valley, Arizona. Bidders should raise any questions about the Solicitation or the project at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation will be responded to by TOWN through a written Addendum. **Bidders that do not attend will not be able to bid this contract.**

2.4. **Addendum.** This IFB may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all Addendums via the State of Arizona's Vendor Registration/Notification system (Procureaz.gov). See Paragraph 2.14 for registration instructions.

2.5. **Sealed Envelope or Package.** Each Bid shall be submitted in a sealed envelope or package. The envelope or package should be clearly identified as a Bid and be marked with name of the Bidder and Solicitation number. TOWN may open envelopes or package to identify contents if the envelope or package is not clearly identified as a bid.

2.6. **Bid Bond.** Each bid shall be accompanied by a certified check, cashier's check, or a bid bond acceptable to the Town for ten percent (10%) of the total bid price, such check to be certified or issued by either a solvent State or National Bank payable to the Town as a guarantee that CONTRACTOR will enter into a contract with TOWN in accordance with the terms of the Specifications in case such Bidder be awarded the contract.

In lieu of a certified check as a guarantee, a bond of ten percent (10%) of total bid price may be furnished by the CONTRACTOR; such bond to be issued by a surety authorized to do business in Arizona. Such bond shall be payable to TOWN as guarantee that such CONTRACTOR will enter into a contract with TOWN in accordance with the terms of the specifications in case such Bidder be awarded the contract.

The successful CONTRACTOR's security shall be retained until a contract has been signed and the required performance bond has been signed and delivered to TOWN. TOWN reserves the right to retain the security of the next three most responsive bidders until a contract has been executed or until ninety (90) days after opening, whichever is first. All other securities will be returned as soon as is practicable.

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

2.8. **Bid Opening.** Bids shall be opened and prices shall be read on the date and time, and place

designated on the Notice page of this document, unless amended in writing by the Town.

- 2.9. Public Record.** All Bids submitted in response to this Solicitation shall become property of the TOWN and shall become a matter of public record for review after contract award or at the discretion of the Procurement Officer, except to the extent withholding information is permitted or required by law.
- 2.9.1.** Request for nondisclosure of proprietary information, such as trade secrets and other proprietary data, must be made known to TOWN in Bids submitted, and the information sought to be protected clearly marked wherever it appears in the bid.
- 2.9.2.** TOWN will not insure confidentiality of any portion of the Solicitation documents that are submitted in the event that a public record request is made.
- 2.9.3.** If a public records request is made, TOWN will provide a written determination whether the information will be withheld and inform the Bidder of such determination prior to its being made publicly available in order for the Bidder to apply for a court order blocking the release of the information.
- 2.10. Cost of Bid Preparation.** TOWN will not reimburse any Bidder the cost of responding to this IFB.
- 2.11. Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Contact listed on the cover page of the solicitation. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.12. Bid Acceptance Period.** All Bids shall remain open for 90 days after the day of the opening of Bids, but TOWN may, at its sole discretion, release any Bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from the TOWN. Should any bidder refuse to enter into a contract, under the terms and conditions of the procurement, TOWN may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 2.13. Term of Contract.** The contract will be for a term of three (3) years, with an optional renewal for two (2) additional years, one year at a time.
- 2.14. Vendor Registration.** Vendors (Offerors) must register via the on-line Vendor Registration system at ProcureAZ.gov, in order to automatically receive notification of Addenda to this Solicitation.

3. DESCRIPTION OF GOODS or SERVICES BEING PROCURED

- 3.1.** Town of Paradise Valley is interested in entering into a maintenance contract for street preservation including various surface seals, asphalt mill and inlay, and miscellaneous concrete flatwork, for various locations as deemed necessary by the Town. On an annual basis, the Town's routine street maintenance averages approximately 18 linear miles for surface seal and 7-9 miles of mill and asphalt inlay. Miscellaneous concrete flat work may be required, such as for ADA ramps, valley gutters, or curb and gutter replacement. In addition, during the term of the contract, the Town may seek street preservation services for two major arterials, which would be in addition to the routine maintenance.
- 3.2. Cooperative Use of Contract.** Please see the attached contract for the cooperative use provisions.
- 3.3. Current Products.** All products Bid in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this.

3.4. **Warranty (Period of Time).** Each Bid must provide a one (1) year warranty/guarantee against defects in materials, workmanship and/or performance for all items.

3.5. **Health and Safety.** All items to be supplied hereunder by Bidder shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.

4. **BID PREPARATION**

4.1. **Format.** Bidders shall submit their Bid with **an original and 2 copies, and one (1) PDF file** and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms. **SUBMITTALS SHALL BE BOUND BY BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE PROHIBITED.** Submittals will not be evaluated on the aesthetic of the package.

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

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

4.4. **No Modifications.** Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law or the Town's Procurement Policy, AP 14.

4.5. **Content.** The Bid Section shall contain all of the following information:

4.5.1. Brief description of the Bidder, including legal organization. Include name, address, phone, fax, e-mail and location of the firm's principle and local office.

4.5.2. **Tax ID Number.** Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A Town of Paradise Valley Sales Tax Number, if applicable, must also be supplied.

4.5.3. **Licenses.** Please list all applicable licenses and numbers.

4.5.4. **Exceptions to Solicitation.** Any exceptions to the Specifications or Contract terms must be included with the Bid and submitted in the 'Exceptions to IFB' area in the Bid Section or equivalent in which the Bidder clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes to the specifications or Contract language. The proposed Form of Contract is included as a part of this Solicitation. In your Bid you must include a statement that you have reviewed the contract and list any objections to them. Any objections to specifications or the Form Contract will be considered and included in TOWN's evaluation of your Bid. If you fail to list any objections to the specifications or form of contract, you will not be allowed to raise any objections later if you are selected for award. A Bid that takes exception to a material requirement of any part of the Solicitation, specifications or contract, shall be rejected as non-responsive.

4.5.5. **Disclosure.** If the firm, business or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the

name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

- 4.5.6. Insurance.** The Bidder shall submit the enclosed **Certificate of Insurability** with their Bid to the Town.
- 4.5.7. Prices.** Prices shall be listed in the Bid Section and shall include all freight, insurance, warranty costs, and any other applicable costs.
- 4.5.8. Single Award Contract.** This is an all or nothing Bid. All items within this Solicitation have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this solicitation, the Bidder is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the Bid being declared non-responsive.
- 4.5.9. Prompt Payment Terms.** Bidder must indicate prompt payment terms in the areas provided in the Bid Section.
- 4.5.10. Shipment & Delivery.** The price(s) Bid shall include cost, if any, of shipment and delivery to the specified TOWN location and shall be made F.O.B. Destination (Paradise Valley), delivered and unloaded to the designated delivery point(s).
- 4.5.11. Delivery.** The bid must indicate Bidder's promised delivery schedule, in the areas indicated in the Bid Section. As applicable, the bidder shall meet or exceed the delivery terms listed in the contract.
- 4.5.12. Taxes.** Bidder must include all applicable taxes in the areas provided in the Bid Section.
- 4.5.13. Maintenance (Required Locations).** Bidder shall list maintenance facilities in the Bid Section. The equipment specified in this solicitation is dependent upon the availability of prompt repair and maintenance service. In order to be considered for award, the Bidder must have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by TOWN to determine adequacy. Maintenance facilities shall be located sufficiently nearby to allow prompt response.
- 4.5.14. Suppliers.** Bidder shall list all major suppliers.
- 4.5.15. References.** Bidder shall list, in the Bid Section, at least three references of other governmental agencies to which Bidder has supplied similar goods or services, including names, addresses and telephone numbers.
- 4.5.16. Financial Statement.** Bidder shall furnish, upon request, two (2) copies of the Bidder's most recent financial statement and/or other evidence of his qualifications as may be requested by TOWN. If a Bidder fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Bidder's entire Bid.
- 4.5.17. Payment.** Bidders may agree to accept other traditional payment methods, including automated clearinghouse (ACH). Payment terms for traditional payment methods are Net 30 upon receipt of an accurate invoice, although the Bidder may offer additional discounts for early payment within

this IFB.

4.5.18. Contractor Immigration Warranty. The Bidder shall submit the enclosed Contractor Immigration Warranty (Exhibit A) with their Bid to the Town.

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

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

4.5.21. Israel Boycott. All Bidders acknowledge that any contract is subject to A.R.S. § 35-393.01, which prohibits the Town from contracting with any person who is currently, or during the Term or any renewal Term, participating in a boycott of Israel. Bidder warrants that it is not and will not participate in such prohibited activity in contravention of A.R.S. § 35-393.01 and submits an executed affidavit, attached as Exhibit G, as assurance to the Town.

4.5.22. Non-Collusion. All Bidders shall execute a Non-Collusion Affidavit, attached as Exhibit H, which affixes that no person associated with the Bidder has directly or indirectly participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the laws of the state of Arizona.

4.5.23. Non-Discrimination and Tax Responsibility. By signing and submitting the Bid, the Bidder certifies that:

A. The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

B. The Bidder understands that the Bidder will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Bidder are eligible for a tax exemption due to the nature of the item, Bidder shall assist TOWN in applying for and obtaining such tax credits and exemptions which shall be paid or credited to TOWN.

5. INQUIRIES

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

5.2. Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Town Contact listed on the cover page of the solicitation. **During pendency of this Solicitation, contact with other Town Staff, elected or appointed officials, or selection committee members concerning this Solicitation at any time, in any venue, is strictly prohibited and will be grounds for disqualification.**

5.3. Submission of Inquiries. All inquiries except those at the Pre-Bid Conference shall be submitted in writing by email to:

Town of Paradise Valley
Attn: Jerry Cooper
jcooper@paradisevalleyaz.gov

TOWN shall consider the relevancy of the inquiry, but is not required to respond. Verbal inquiries, in person or by telephone, will not be answered. No questions received after 4:00 p.m. local Arizona time on January 18, 2018 will be responded to, so that adequate time is available to post any response as an Addendum to the Solicitation.

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

6. EVALUATION

6.1. Disqualification. A Bidder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Bid rejected.

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

6.3. Waiver and Rejection Rights. Town of Paradise Valley reserves the right to reject any or all Bids or to cancel the Solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

6.4. Taxes. All applicable taxes stated in the offer shall be considered by the TOWN when determining the lowest bid or evaluating proposals.

6.5. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

7. AWARD

7.1. Lowest Bid. If a Contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected.

7.2. Execution of Contract. Bidder shall execute and return the original Contract to Town contact within a reasonable time of presentation for signature.

8. PROTESTS

8.1. A Protest must be in writing and be filed with the Procurement Officer, c/o Town Clerk, within seven (7) days after the Bidder knows or should have known the facts and circumstances upon which the protest is based **but in no event shall the protest be filed later than seven days after issuance of the Notice of Intent to Award.** Firms wishing to respond to a disqualification or a procurement outcome may refer to Town Code, Article 3-8 (Procurement and Materials Management) and the Town of Paradise Valley Administrative Policy 14 (AP14 – Procurement), Section 2.3.19, which governs protest procedures utilized throughout the selection process.

The Town Code can be found at:

<http://paradisevalleyaz.gov/DocumentCenter/Home/Index/30>

Administrative Policy 14 can be found at:
<http://www.paradisevalleyaz.gov/DocumentCenter/View/5172>

8.2. A protest must include:

The name, address, telephone number and email of the protester;

The signature of the protester or its representative;

Identification of the solicitation or contract number;

A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

The form of relief requested.

BID SECTION

(All information required to be submitted with Bid)

1. **BIDDER**

Firm Name: _____

Contact Name: _____

Principal Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Local Address: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

2. Exceptions to IFB (§4.5.4 Exceptions to Solicitation): _____

3. Disclosure of Debarment information (§4.5.5 Disclosure): _____

4. Prices:

A. Price list. See Attached Exhibit C.

B. Prompt Payment Terms: _____

C. Delivery Days after receiving order (ARO): _____

D. Tax Percentage _____

E. Will you accept a Town Procurement Card (MasterCard) for payment of invoices? N/A

F. Will you accept automated clearinghouse (ACH) for payment of invoices? _____

5. Maintenance Locations: _____

6. REFERENCES (Must be provided)

Provide names, addresses and telephone numbers of government agencies/business' to which you have provided similar goods or services.

A. Company: _____
Address: _____
Contact: _____
Phone: _____
Goods or Services supplied and when provided: _____

B. Company: _____
Address: _____
Contact: _____
Phone: _____
Goods or Services supplied and when provided: _____

C. Company: _____
Address: _____
Contact: _____
Phone: _____
Goods or Services supplied and when provided: _____

7. Receipt of Addenda:

Bidder acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

8. Intent to be bound by Bid:

SIGNATURE PAGE

If BIDDER is:

An Individual

By: _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as: _____

License or Registration No.: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

A Partnership

By: _____
(Firm Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

License or Registration Number: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name)

Attest: _____
(Secretary)

Federal I. D. Number: _____

Business Address: _____

Phone No.: _____

Fax No.: _____



A Joint Venture

By: _____
(Signature)

(Printed or Typed Name)

(Address)

By: _____
(Signature)

(Printed or Typed Name)

(Address)

(Each party to the joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to Town of Paradise Valley for **Street Preservation Solicitation No. IFB-18-0012-PBW and Contract No. CON-18-0012-PBW**. I am fully aware of Insurance Requirements contained in the Contract and by the submission of this offer, I hereby assure Town of Paradise Valley that I am able to produce the Insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by Town of Paradise Valley, and then become unable to produce the Insurance coverage specified within ten working days, I am fully aware and understand that the contract will not be executed and I may not be considered for further projects by Town of Paradise Valley.

Signature of Offeror

Company

Date

**TOWN OF PARADISE VALLEY
SERVICES AGREEMENT
STREET PRESERVATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018 (“Effective Date”), by and between the Town of Paradise Valley, an Arizona municipal corporation, hereinafter referred to as “TOWN”, and (_____ - a Corporation of the State of, etc.), hereinafter referred to as “CONTRACTOR”.

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. CONTRACTOR shall act under the authority and approval of the _____ (Contract Administrator), to provide the services required by this Agreement.

1.2. Key Staff. CONTRACTOR has identified personnel and subcontractors it intends to perform the services required herein. CONTRACTOR shall not change nor substitute any of these for work on this Agreement without prior written approval by TOWN.

1.3. Subcontractors. During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

1.4. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of TOWN. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

2. SCOPE OF WORK: CONTRACTOR shall perform street preservation services, including various surface seals, asphalt mill and inlay, and concrete flat work, all as more specifically set forth in the Scope of Work and Technical Specifications, labeled Exhibit B, Pricing, Exhibit C; Bid Bond, Exhibit D1; Performance Bond, Exhibit D2; Performance Bond, Exhibit D3; Construction Sign Detail, Exhibit E; Contractors Equipment, Exhibit F1; Subcontractors/Personnel, Exhibit F2; and Maps, Exhibit G, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable Town, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. Licenses. CONTRACTOR shall maintain in current status all Federal, State and local

licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this Agreement.

2.3. Advertising, Publishing and Promotion of Agreement. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the TOWN.

2.4. Compliance with Applicable Laws. CONTRACTOR shall comply with all applicable Federal, State and local laws, and with all applicable licenses and permit requirements.

2.4.1 Immigration Law Compliance. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the Agreement.

2.4.3 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the Town in the conduct of any such inspections.

2.4.4 The Town may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the Town in performing any such random verifications.

2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4.6 In accordance with A.R.S. §35-393.01, the Contractor hereby warrants that Contractor does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel.

2.4.7 In accordance with A.R.S. § 34-251, the Contractor hereby warrants that Contractor, nor anyone associated with Contractors business, has directly or indirectly participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce.

2.5. Warranties.

One-Year Warranty. CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Agreement.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. Records. The CONTRACTOR shall retain and shall contractually require each

SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of six years after the completion of the Contract.

3.2. Audit. At any time during the term of this Agreement and six (6) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the Town to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3. Property of TOWN. Any materials, including plans, diagrams, drawings, reports, computer programs and other deliverables, created under this Agreement are the sole property of TOWN. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of TOWN.

4. PRICE:

4.1. TOWN shall pay to CONTRACTOR an amount not to exceed One Million Five Hundred and Forty Thousand Dollars (\$1,540,000.00) for the first year of the Agreement for the completion of all routine street preservation work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference. Compensation for any work requested on Town major arterials are not part of routine street preservation work and services and would be in addition to this amount, and paid based on actual quantities and payable as set forth in Exhibit C.

4.2. Taxes. CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Agreement. TOWN shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. Town agrees that Contractor may bill the Town for applicable privilege license taxes which are paid for by Contractor and that the Town will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, Town will be entitled to a refund of such amounts.

4.3. Payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.4. Estimated Quantities. The quantities shown on Exhibit C (the Price List) are annual estimates only for routine pavement preservation work and services, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by TOWN. Town reserves the right to increase or decrease the quantities actually required.

4.5. IRS W9 Form. In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with TOWN, unless not required by law.

4.6. Price Adjustment. All prices offered herein shall be firm against any increase for three (3) years from the effective date of the Agreement. Prior to commencement of subsequent renewal terms, TOWN will entertain a request for price adjustments. TOWN shall determine whether the requested price adjustment is in the best interest of the TOWN. CONTRACTOR must request all price adjustments in writing at least 120 days prior to the renewal date.

4.7. Acceptance by Town. TOWN reserves the right to accept or reject the request for a price increase. If TOWN approves the price increase, the price shall remain firm for the renewal

term for which it was requested. If a price increase is agreed upon a written Agreement Amendment must be approved and executed by the Parties.

4.8. Price Reduction. CONTRACTOR shall offer TOWN a price reduction for its services concurrent with a published price reduction made to other customers.

5. TERM:

5.1. The term of this Agreement is **three (3) years**, commencing on the Effective Date noted above, Subject to mutual acceptance by the TOWN and CONTRACTOR, the Agreement may be extended for up to two (2) additional terms of one year each.

6. Use of Contract by Town: The Agreement is for the sole convenience of the Town of Paradise Valley. TOWN reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

6.1. Cooperative Use of Contract. In addition to the Town of Paradise Valley and with approval of the CONTRACTOR, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

6.2. Emergency Purchases: TOWN reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. TOWN'S CONTRACTUAL REMEDIES:

7.1. Right to Assurance. If the Town in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Agreement, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the Town's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.

7.2. Stop Work Order. The Town may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the Town after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall ~~immediately~~ comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

7.3. Non-exclusive Remedies. The rights and the remedies of the Town under this Agreement are not exclusive.

7.4. Nonconforming Tender. Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.5. Right of Offset. The Town shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the Town, or damages assessed by the Town concerning the CONTRACTOR'S non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by TOWN.

8. TERMINATION:

8.1 Termination for Convenience: TOWN reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and TOWN, based on the agreed Scope of Work. If there is no mutual agreement, the Public Works Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2 Termination for Cause: Town may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement;
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.

Where Agreement has been so terminated by TOWN, the termination shall not affect any rights of TOWN against CONTRACTOR then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, TOWN may cancel this Agreement after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. TOWN may, by written notice, terminate this Agreement, in whole or in part, if TOWN determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of TOWN for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about contract performance. The TOWN, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

- 8.5. Suspension or Debarment.** TOWN may, by written notice to the CONTRACTOR, immediately terminate this Agreement if TOWN determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify TOWN.
- 8.6. Continuation of Performance through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the TOWN for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The TOWN may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The Town Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1 Dispute Resolution.** The parties hereby agree that each claim, controversy and dispute, including claims filed by CONTRACTOR pursuant to A.R.S. § 12-821.01, (each a "Dispute") between Contractor and Town will be resolved in accordance with Exhibit I, Dispute Resolution.
- 10.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, and assigns shall defend, indemnify and hold harmless on a current basis the Town of Paradise

Valley, and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees (collectively, the "Indemnified Parties") from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the TOWN and any of the Indemnified Parties by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by or contracted with any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The obligations under this Section 11 shall survive termination of this Agreement.

12. INSURANCE:

12.1. General.

- A. Within 10 days of execution of this Agreement, the CONTRACTOR shall furnish the TOWN a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to TOWN. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The CONTRACTOR and any of its subcontractors, sub consultants or sublicenses shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The Town in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents, representatives, employees, subcontractors, sublicenses or sub consultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the TOWN requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining

Certificates of Insurance and verifying the insurance requirements.

12.2 Minimum Scope and Limits of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below

- A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Builders’ Risk Insurance (Course of Construction).* The CONTRACTOR bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the TOWN, the CONTRACTOR will purchase and maintain in force Builders’ Risk-Installation insurance on the entire work until completed and accepted by the TOWN. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost and all subsequent modifications. The CONTRACTOR’s Builders’ Risk-Installation insurance must be primary and not contributory.
 1. Builders’ Risk-Installation insurance must name the TOWN, the CONTRACTOR and all tiers of Sub Contractors as Additional Insured’s and must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the TOWN. The TOWN must also be named as a Loss Payee under Builders’ Risk-Installation coverage.
 2. Builders’ Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers’ services and expenses and other “soft costs” made necessary by an insured loss. Builders’ Risk-Installation insurance must provide coverage from the time any covered property comes under the CONTRACTOR’s control and or responsibility, and continue without interruption during the course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
 3. Builders’ Risk Insurance must be maintained until whichever of the following first occurs: (I) final payment has been made, or, (ii) until no person or entity, other than the TOWN, has an insurable

interest in the property required to be covered.

- a. The Builders' Risk Insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the TOWN.
- b. This insurance must include as named insureds, the TOWN, the CONTRACTOR, Subcontractors, Sub consultants and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide some level of coverage with the TOWN and CONTRACTOR named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the TOWN. The TOWN must also be named as a Loss Payee under the Builders Risk-Installation coverage.
- c. This insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
- d. All Rights of subrogation are, by this Agreement, waived against the TOWN, its officers, officials, agents and employees.
- e. The CONTRACTOR is responsible for payment of all deductibles under the Builders' Risk policy.

12.3 Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the TOWN. If not approved, the TOWN may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the TOWN, its officers, officials, agents, employees, and volunteers.

B. *TOWN as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The TOWN, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the TOWN's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR, and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
3. The TOWN, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.
4. The CONTRACTOR's insurance coverage must be primary and noncontributory insurance with respect to the TOWN, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the TOWN, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.
5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 7. The policies must contain a severability of interest clause and waiver of subrogation against the TOWN, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the TOWN.
 8. Within 10 business days of the execution of the Agreement, but prior to beginning any work, CONTRACTOR must deliver to the Public Works Director certificates of insurance for each of the policies, which will confirm the existence or issuance of the policies in accordance with the requirements set forth herein, and copies of the endorsements of the policies in accordance with the provisions set forth herein. Town is and will be under no obligation to either ascertain or confirm the existence or issuance of the required policies and endorsements or to inform Contractor or any Sub-contractor in the event that the coverage does not comply with the requirements set forth herein. CONTRACTOR'S failure to secure and maintain the Policies and to assure Sub-contractor Policies as required will constitute a material default under the Agreement.
 9. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates and/or endorsements to the TOWN within 10 days after the renewal date containing all the necessary insurance provisions.
- 12 **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the TOWN:

Town of Paradise Valley
 Public Works
 6401 East Lincoln Drive
 Paradise Valley, AZ 85253
 Attn: Jerry Cooper

WITH A COPY TO:

Town of Paradise Valley
 Town Attorney
 6401 East Lincoln Drive
 Paradise Valley, AZ 85253

In the case of the CONTRACTOR:

Firm Name:
 Contact:
 Address:
 State, Zip:

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13 **CONFLICT OF INTEREST:**

13.2 No Kickback. CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the Town Council or any employee of the TOWN has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the TOWN.

13.3 Kickback Termination. TOWN may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the TOWN is, at any time while the Agreement or any

extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from TOWN is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

13.4 No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14 GENERAL TERMS:

14.2 Ownership. All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Agreement) shall be the sole, absolute and exclusive property of TOWN, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

14.3 Performance and Payment Bonds. Within fifteen (15) days from the time a contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by TOWN from a surety approved by TOWN. Said bonds shall be in a sum no less than one hundred (100%) of the Agreement price.

TOWN has the option to forfeit said bonds if the Agreement is terminated by the default of CONTRACTOR or if TOWN determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Agreement Documents.

If the Agreement schedule is not adhered to, and TOWN determines that the work is unlikely to be completed within a reasonable time after the original target date, then TOWN may terminate the Agreement and collect the Performance Bond.

The Performance Bond will be reviewed annually and any increases in the Agreement amount will require bond to be increased and reissued.

14.4 Entire Agreement. This Agreement, including Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

14.5 Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the TOWN.

14.6 Amendments. The Agreement may be modified only through a written Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Town in writing or made unilaterally by the CONTRACTOR are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Agreement based on such changes.

14.7 Independent CONTRACTOR. The CONTRACTOR under this Agreement is an independent CONTRACTOR. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

14.8 Integration. This Agreement contains, except as stated below, the entire agreement between the Town and Contractor and supersedes all prior conversations and negotiations between the parties regarding the project or this Agreement. Inconsistencies between the Solicitation, any addenda to the Solicitation, the response or exceptions, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.9 Interpretation. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.10 Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective on the date first above written.

TOWN OF PARADISE VALLEY

CONTRACTOR

By: _____
Kevin Burke, Town Manager

By: _____
Signature

Date: _____

Printed Name, Title
Date: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney

EXHIBIT A

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Agreement

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: CON-18-0012-PBW		
Name (as listed in the contract):		
Street Name and Number:		
Town:	State:	Zip Code:

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee

Printed Name: _____

Title: _____

Date (month/day/year): _____

EXHIBIT B

SCOPE OF WORK

GENERAL INFORMATION

Contractor shall provide Pavement Preservation (various surface seals, asphalt mill & inlay and concrete flat work) services on an as needed basis. Each year, the Town of Paradise Valley performs routine pavement preservation work on designated streets, which are principally located in residential neighborhoods in the Town. On an annual basis, the Town's routine pavement preservation averages approximately 18 linear miles of surface seal and 7-9 miles of mill and asphalt inlay. Miscellaneous concrete flat work may be required in connection with this routine pavement maintenance, such as for ADA ramps, valley gutter or curbs and gutters. Maps indicating projected work locations for the first year of routine pavement preservation work are attached as Exhibit J; however these locations are subject to change.

In addition to this routine pavement preservation work, the Town may seek pavement preservation work on two major arterials: Tatum Boulevard and Lincoln Drive.

GENERAL CONTRACTOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this Agreement.

The Contractor, without additional expense to the Town, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a bid and must maintain same throughout the duration of the Agreement term and any subsequent extensions. Failure to maintain said license may be grounds for default or breach of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this Agreement shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

EXHIBIT B

SCOPE OF WORK (CONTINUED) TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATION AND STANDARD DETAILS. Town of Paradise Valley is now operating under the latest revision of the 2012 edition of the Uniform Standard Specification for Public Works Construction, published by the Maricopa Association of Governments as amended by the Town of Paradise Valley, which is herewith incorporated by reference and made apart hereof.

1. ASPHALT CONCRETE MILLING – VARIOUS LOCATIONS

1.1 Mill Asphaltic Concrete Pavement (1 ½")

CONTRACTOR shall remove existing asphalt pavement to lines and depths indicated in the specifications in accordance with the requirements of MAG Standard Specifications, Section 350. Asphalt shall be milled using a high flow milling drum. All milled materials will be hauled off site and will be disposed at CONTRACTOR'S expense. After milling and prior to the crack sealing, the entire street will be swept with a street sweeper to remove loose material.

1.2 Measurement and payment: Measurement and payment for AC milling shall be for each square yard of milled asphalt complete in place.

2.0 CRACK SEALING.

2.1 Cleaning of Cracks - Applying sealant. CONTRACTOR shall seal all cracks with an average clear opening of ¼" or greater. All cracks with an average clear opening of ¼" or greater shall be sealed. All cracks with an average clear opening or less than ¼" shall not be sealed. Immediately prior to applying the sealant, the cracks shall be thoroughly cleaned of loose particles, dust, and other deleterious substances by means of using forced air (65 psi and greater) with a downward blast into the crack and a vacuum attachment to vacuum the debris released. The material shall be vacuumed and contained to prevent it from getting into the atmosphere. All cracks shall be cleaned to a depth of 1" to 1 ½"

Contract Administrator/designee shall make the determination as to what work will be done under this contract.

2.2 Sealant shall be CRAFCO Polyflex Type 3 or approved equal. CONTRACTOR shall place sealant so as to completely fill the crack and form a lap of approximately 1" on each side. Thickness of the lap shall not exceed 1/16 inch. Immediately after the application, CONTRACTOR shall use a rubber squeegee or other acceptable means to force the material into the crack and for the lap. Blotter material (sand) may be required to prevent asphalt-rubber bleed and/or pickup of sealant by vehicular traffic. CONTRACTOR shall install blotter material of a type acceptable to and at the direction of the Contract Administrator/designee (no cement powder shall be acceptable).

2.3 Within two (2) days after the work has been completed on residential streets, CONTRACTOR shall take caution to make sure the site is left clean and free of excess material, debris, etc. The streets, gutters, sidewalks and driveways shall be cleaned before the job is considered complete. Cleaning of the streets shall be by vacuum or regenerative sweeper. CONTRACTOR shall be required to clean the streets to the satisfaction of the Contract Administrator/designee. CONTRACTOR shall be responsible for the disposal of all debris swept from the streets.

2.4 Equipment. The equipment used by CONTRACTOR in the application of the asphalt rubber material shall have a mixing system in the material vat in order to maintain a consistent, uniform, homogeneous mixture throughout the crack sealing operation. The unit shall heat the asphalt rubber material by means of an indirect heat transfer median for adequate material temperature control. The equipment. Shall provide continuous supply so that operations may proceed without delays. CONTRACTOR shall apply the material under pressure with a hose and wand assembly. The Contract Administrator/designee prior to use shall approve any equipment designated for use by CONTRACTOR.

2.5 Measurement and Payment. Measurement and payment shall be by the lineal foot of cracks sealed complete in place in accordance with the project.

3.0 ASPHALTIC CONCRETE BASE REPAIR. Consists of furnishing all materials, equipment, tools and labor as necessary to visually inspect and repair the asphaltic concrete pavement after the pavement has been milled if necessary as determined by the Contract Administrator/designee.

3.1 CONTRACTOR and Contract Administrator/designee will inspect the AC pavement after milling for deteriorated areas having excessive cracks and inadequate AC pavement depths of less than 1/2". In the event there are deteriorated areas or inadequate AC pavement depths, as determined by CONTRACTOR and Public Works Supervisor/Inspector, the pavement should be saw cut, removed and replaced with a 1" lift of new AC pavement or repaired as directed by Contract Administrator/designee.

3.2 New AC pavement shall meet the requirements of ASPHALTIC CONCRETE OVERLAY (PVMT STR SCT NO 1). If the existing AC pavement is saw cut and removed, CONTRACTOR shall inspect and remove the existing aggregate base course, and shall replace and re-compact as follows. CONTRACTOR shall remove and replace 3"-6" of aggregate base course to replace surface aggregate base course that has been disturbed or contaminated in the process of AC base pavement removal.

3.3 Measurement and Payment. Measurement and payment shall be by the square yard of AC pavement removed, replaced and/or repaired complete in place in accordance with these specifications, MAG Standard Specifications and as directed by the Contract Administrator/designee, including inspection, saw cutting, AC and aggregate base course removal, replacement and re- compaction. The quantity shown in Exhibit C is an estimate only and may or may not be used depending on the condition of the AC pavement after milling.

4.0 ASPHALTIC CONCRETE OVERLAY (1 1/2") - City of Phoenix (COP) Mix Design. This work shall consist of constructing a 1 1/2-inch bituminous pavement overlay in conformance with the dimensions and sections shown on the plans. CONTRACTOR shall construct in accordance with the requirements of MAG Standard Specifications, Sections 321, and 336 except that the mix design and material testing shall conform to the latest C.O.P Hot Asphalt Mix Criteria. CONTRACTOR shall submit all mix designs to the Public Works Supervisor for review and approval a minimum of ten (10) working days prior to the start of production. All finished pavement overlay shall be water tested for drainage in the presence of the Contract Administrator/designee before final acceptance. Any areas not draining properly shall be corrected to the Contract Administrator/designee's satisfaction at the expense of the CONTRACTOR. Water for this testing shall be provided and paid for by the CONTRACTOR.

4.1 Measurement and Payment. Measurement and payment for asphaltic concrete overlay shall be by the square yard, complete in place, including tack coat.

5.0 MANHOLE AND VALVE ADJUST. Manhole and valves will be adjusted with black concrete to be flush with the new asphalt. Adjustments will follow MAG Detail 422, 270. TOWN Debris Shields shall be installed in all manholes prior to adjustments and remain in place until the work is completed, shields removed, enclosures cleaned and inspected by Contract Administrator/designee. CONTRACTOR shall provide the TOWN Public Works Supervisor/Inspector with a final detailed count (gas, SRP, Qwest, Water, etc.), map and location of any and all utility and/or manhole adjustments prior to actual project commencement.

5.1 Measurement and Payment. Measurement and payment for manhole and valve adjustments will be paid for on the "each" basis

6.0 SPEED HUMPS. This work shall consist of installing speed humps per TOWN/MAG Standards Specifications, Section 210 and per Town guidelines. Striping shall be reflective striping tape. Speed humps will be paid on the basis of each hump crossing the entire width of the street.

TRAFFIC CONTROL. CONTRACTOR shall adhere to all Town, State and Federal Traffic and Safety guidance, TOWN construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the TOWN to the Town of Paradise Valley Public Works Supervisor. Traffic control shall include uniformed Town of Paradise Valley Police Officer and squad car as required. If a Town of Paradise Valley police officer is not available then the CONTRACTOR can choose an officer from another municipality of their choice.

7.0 STRIPING. CONTRACTOR shall provide TOWN with striping as-builds before start of project. All striping shall follow the latest version of the TOWN MUTCD Standard Details and Specifications Manual. Thermo Striping shall be 90 mil or greater. No striping shall begin until approved by TOWN by the Town's Contract Administrator/designee.

8.0 SURVEY MONUMENTS. This work will consist of adjusting survey monuments. Brass caps shall be adjusted according to MAG Standard Detail 120-2D. Frames and covers shall be adjusted according to MAG Standard Detail 422 or 270. Survey monuments shall be re-established and referenced by a Registered Land Surveyor (RLS). The RLS shall reset and punch the survey monuments. Any and all new survey coordinates shall be recorded and described in detail to the TOWN and governing authorities by the RLS.

8.1 Measurement and Payment. Measurement and Payment for survey monuments will be made on the "each" basis.

9.0 SURFACE SEAL SPECIFICATIONS. See Exhibit: C.

10.0 PERMITS. Unless otherwise specified, TOWN will, upon appropriate cooperation from CONTRACTOR, obtain and provide to CONTRACTOR those permits issued by TOWN. CONTRACTOR shall obtain all other permits and licenses. CONTRACTOR shall pay all other governmental charges and inspection fees necessary for the completion of the work, which are applicable at the time of bid opening. CONTRACTOR shall also pay all charges of utility service companies for connections to the work, and TOWN shall pay all charges of such companies for capital costs related thereto, such as plant

investment fees and system development fees

10.1 Work in any public easement or right-of-way shall be done in accordance with the requirements of a permit issued by the public agency in whose easement or right-of-way the work is located, in addition to conforming to the drawings and specifications. If a permit is not required, the work shall conform to the standards of the public agency involved in addition to conforming to the drawings and specifications.

10.2 TOWN permits and permits from all applicable governing jurisdictions (i.e. Maricopa County and Arizona Department of Transportation) are required while performing work on TOWN contracts. CONTRACTOR shall pay all permit fees as required by the other governing jurisdictions. Construction, water and landfill fees will not be waived and shall be paid for by CONTRACTOR.

11.0 DUST CONTROL. CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose, in accordance with the requirements of the "Maricopa County Environmental Services Department of Air Pollution Control Regulations". CONTRACTOR shall be responsible for obtaining an Air Quality Permit for Maricopa County prior to starting the work. County permit fees shall be paid for by the CONTRACTOR.

11.1 Recordkeeping. Any person who conducts dust-generating operations that require a Dust Control Plan shall keep a written record of self-inspection on each day dust-generating operations are conducted. Self-inspection records shall include daily inspections for crusted or damp soil, track-out conditions and clean-up measures, daily water usage, and dust suppressant application. Such written record shall also include the following information:

- Method, frequency, and intensity of application or implementation of the control measures;
- Method, frequency, and amount of water application to the site;
- Street sweeping frequency;
- Types of surface treatments applied to and maintenance of track-out control devices, gravel pads, fences, wind barriers, and tarps;
- Types and results of test methods conducted;
- If contingency control measures are implemented, actual application or implementation of contingency control measures and why contingency control measures were implemented;
- List of sub-Contractors' names and registration numbers updated when changes are made; and
- Names of employee(s) who successfully completed dust control training class (es) required by Section 309, date of the class (es) that such employee(s) successfully completed, and name of the agency/representative who conducted such class (es).

11.2 Any person who conducts dust-generating operations that do not require a Dust Control Plan shall compile and retain records (including records on any street sweeping, water applications, and maintenance of track-out control devices, gravel pads, fences, wind barriers, and tarps) that provide evidence of control measure application, by indicating the type of treatment or control measure, extent of coverage, and date applied.

11.3 Upon verbal or written request by the Contract Administrator/designee, the log or the records and supporting documentation shall be provided as soon as possible but no later than 48-hours, excluding weekends. If the Contract Administrator/designee is at the site where requested records are kept, records shall be provided without delay.

11.4 Records Retention. Any person who conducts dust-generating operations that require a Dust Control Plan shall retain copies of approved Dust Control Plans, control measurers implementation records, and all supporting documentation for at least six (6) months following the termination of the dust-generating operation and for at least two (2) years from the date of such records were initiated. If a person has obtained a Title V Permit and is subject to the requirements of this rule, then such person shall retain records required by this rule for at least five (5) years from the date such records are established.

12.0 CLEAN UP. CONTRACTOR shall be responsible for keeping the sidewalks, streets, alleys, and adjacent areas around the site free from debris, obstacles, mud, dirt, etc. CONTRACTOR shall immediately and continuously clean up any and all mud or dirt tracked onto streets or sidewalks by construction traffic.

12.1 During progress of work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from work. Failure of CONTRACTOR to comply with Contract Administrator/designee clean-up orders may result in an order to suspend work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension.

12.2 Excess or unsuitable material, broken asphaltic concrete, and broken Portland cement concrete resulting from the work shall be removed from the site and disposed of by CONTRACTOR. Disposal of material landfill/area will be the CONTRACTOR'S discretion.

12.3 CONTRACTOR shall prevent silt, mud, and/or debris resulting from work from being discharged into the TOWN'S storm drains, retention basins or street right-of-ways. Earthwork stockpiles shall not exceed 6' in height. Any earthwork stockpile, regardless of height, shall be removed within seven (7) days of TOWN notification if dust suppression efforts fail to maintain satisfactory airborne containment control.

12.4 At completion of work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, temporary construction facilities and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by TOWN. CONTRACTOR shall restore conditions to their original condition, those portions of the site not designated for alteration by Contract Administrator/designee. CONTRACTOR shall also leave the public right-of-way, all streets, sidewalks, utility easements, and any affected private property in a neat and clean condition with all damages, including landscaping, repaired and restored.

12.5 If CONTRACTOR is instructed by Contract Administrator/designee to perform clean up or street sweeping operations and fails to do so to Contract Administrator/designee's satisfaction within two (2) working days, the TOWN may procure clean up services and/or commercial street sweeping services and charge such costs, including TOWN administrative time, to CONTRACTOR.

13.0 CONSTRUCTION SIGNS. It shall be the responsibility of CONTRACTOR to furnish and erect construction signs in accordance with agreement specifications. The signs shall be professionally prepared and subject to approval by the Contract Administrator/designee, shall be maintained by CONTRACTOR for the duration of the work, and shall be removed by CONTRACTOR during the final clean-up.

13.1 The number of signs required, the size, shape, installation requirements and information to be included for signs is established on Exhibit E (Construction Sign Detail); however, signs shall be a minimum of 4' x 8' and shall be installed so that the bottom of

the sign is at least 4' above grade. CONTRACTOR shall include cost of signs in their bid price. Sign locations shall be determined by Contract Administrator/designee.

All required construction signs shall be installed by CONTRACTOR within seven (7) days of Notice to Proceed. CONTRACTOR shall submit all traffic control plans to TOWN to the Town's Public Works Supervisor.

14.0 NOTIFICATION OF PUBLIC. CONTRACTOR shall notify all affected citizens and businesses by mail box (taped to mailbox) flyer 72 hours prior to work beginning and include any and all pertinent information, description of work, time, schedules and CONTRACTORS name with 24-hour contact numbers. The flyer information shall be submitted to the Public Works Supervisor for approval before distribution. Any flyers remaining on mail boxes after the 72 hours, the CONTRACTOR shall remove them.

14.1 Extreme care shall be taken by CONTRACTOR to ensure that all alley access (gates, garage doors, etc.) is clear and free of material that would obstruct operation or admission.

15.0 SURFACE TREATMENT SPECIFICATIONS

POLYMER MODIFIED MASTER SEAL, READY TO USE (PMM) APPLICATION RATES:

CONTRACTOR shall apply two coats of PMM at application rate of .28-.36 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors. Adjustments of application rates must be in writing by the CONTRACTOR and must be approved by the Town of Paradise Valley's Public Works Supervisor.

PMM APPLICATION GUIDELINES: New asphalt should not be sealed until after it has cured for a minimum of 30-60 days. New micro seals must be exposed to a full summer heat cycle before application of **PMM**. Ambient and surface temperature must be at least 55°F and rising during application, and must remain above 50°F for a 24 hour period after application is completed. Do not apply if rain is forecast within 24 hours. Pavement surface should be misted with water in extremely hot temperatures (90 degrees and above). CONTRACTOR shall apply two coats as recommended by Seal Master Guidelines. The first coat must be completely dry before applying the second coat. Do not apply a second coat in areas that appear to be wet or areas that are damp to the touch until they are completely dry. A third coat may be applied in heavy traffic areas or on severely distressed pavements. Allow the sealcoat to dry completely before resuming traffic. Drying times are determined by the contractor based on temperature, humidity and other factors.

APPLICATION EQUIPMENT: **PMM** must be applied by mechanical spray tankers that are capable of applying at least 15,000 square yards of material per day. Equipment must be equipped with a digital operator control station that is capable of adjusting material spread rate in accordance with pre-set calibrations. It should be equipped with speed sensing equipment capable of maintaining a constant delivery rate of material per square yard of surface at variable speeds. Application units should be equipped with mechanical agitation systems to maintain the consistency of the material during the application, or to mix additional aggregate if needed.

PMM SURFACE PREPRATION: CONTRACTOR shall be sure/prep that the pavement is free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger CONTRACTOR shall seal. Sealant shall be CRAFCO Polyflex Type 3 or approved equal. All grease and oil spots should be treated with PrepSeal or PetroSeal.

PMM Ready to Use Specifications

TEST PROPERTIES	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	10.5 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	50% min.
Asphalt Content by Weight, %	ASTM D 2939.21	17 min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by Weight, %	Manufacture	34% min.
Polymer Content by Volume, %	Manufacture	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 15
FINE AGGREGATE SIEVE ANALYSIS:		
	MESH SIZE	% PASSING (+ or -
	40	100
	50	93
	70	80
	80	69
	120	49
	200	35
	325	2

MEASUREMENT and PAYMENT. Measurement and payment for PMM shall be by the square yard, complete in place, including crack seal.

SEAL MASTER LIQUID ROAD (LMHSS) APPLICATION GUIDELINES: New asphalt should not be sealed until after it has cured for a minimum of 30-60 days. New slurry seals must be exposed to a full summer heat cycle before application of **Liquid Road**. Ambient and surface temperature must be at least 55°F and rising during application, and must remain above 50°F for a 24 hour period after application is completed. Do not apply if rain is forecast within 24 hours. Pavement surface should be misted with water in extremely hot temperatures (90 degrees and above). Two coats are required. The first coat must be completely dry before applying the second coat. Do not apply a second coat in areas that appear to be wet or areas that are damp to the touch until they are completely dry. A third coat may be applied in heavy traffic areas or on severely distressed pavements. Allow the product to dry completely before resuming traffic. Drying times are determined by the contractor based on temperature humidity and other factors.

SEAL MASTER LIQUID ROAD (LMHSS) SURFACE PREPARATION: CONTRACTOR shall be sure/prep that the pavement is free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger CONTRACTOR shall seal with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

SEAL MASTER LIQUID ROAD (LMHSS) APPLICATION: CONTRACTOR shall apply LIQUID ROAD according to Seal Master Specs. CONTRACTOR shall apply two coats at an application rate of .25 gallons - .35 gallons sq. yd. / per coat (.50 - .70 gallon per sq. yd. = total for 2 coats). Application rates may be adjusted depending on the pavement condition, traffic volume and other factors. Adjustments of application rates must be in writing by the CONTRACTOR and must be approved by the Town of Paradise Valley's Public Works Supervisor.

APPLICATION EQUIPMENT: Liquid Road shall be applied by mechanical squeegee/brush equipment. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of Liquid Road and aggregate mixture throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of Liquid Road into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

MEASUREMENT and PAYMENT. Measurement and payment for Liquid Road shall be by the square yard, complete in place, including crack seal.

Liquid Road Ready to Use Specifications

TEST PROPERTIES	TEST METHOD	SPECIFICATION	
EMULSION:			
Uniformity	ASTM D 2939.04	PASS	
Weight/gallon @ 77 deg. F	ASTM D 2939.07	11.0 lbs./gal.min	
Residue by Evaporation (Solids), %	ASTM D 2939.08	55% min.	
Asphalt Content by Weight, %	ASTM D 2939.21	15% min.	
VOC Content by Volume, %	ASTM D 244-89	< 3%	
Fine Aggregate and Mineral Filler Content by Weight, %	Manufacture Certification	34% min.	
Polymer Content by Volume, %	Manufacture Certification	1.8%	
PERFORMANCE BASED TESTING:			
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS	
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS	
Wet Flow, mm	ASTM D 2939.19	0	
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS	
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS	
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS	
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15	
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 20	
AGGREGATE SIEVE ANALYSIS:			
SILICA SAND		FINE AGGREGATE	
Mesh Size	% PASSING (+ or -2)	Mesh Size	% PASSING (+ or -2)
16	99	40	100
20	86	50	93
30	58	70	80
40	26	80	69
50	4	120	49
70	1	200	55
100	0.2	325	2

CLEANING OF CRACKS – APPLYING SEALANT: CONTRACTOR shall seal all cracks with an average clear opening of 1/4” or greater. All cracks with an average clear opening of 1/4” or greater shall be sealed. All cracks with an average clear opening or less than 1/4” shall not be sealed. Immediately prior to applying the sealant, the cracks shall be thoroughly cleaned of loose particles, dust, and other deleterious substances by means of using forced air (65 psi and greater) with a downward blast into the crack and a vacuum attachment to vacuum the debris released. The material shall be vacuumed and contained to prevent it from getting into the atmosphere. All cracks shall be cleaned to a depth of from 1/2” to 1”. Contract Administrator/designee shall make the determination as to what work will be done under this contract.

Sealant shall be CRAFCO Polyflex Type 3 or approved equal. CONTRACTOR shall place sealant so as to completely fill the crack and form a lap of approximately 1” on each side. Thickness of the lap shall not exceed 1/16 inch. Immediately after the application, CONTRACTOR shall use a rubber squeegee or other acceptable means to force the material into the crack and for the lap. Blotter material (sand) may be required to prevent asphalt-rubber bleed and/or pickup of sealant by

vehicular traffic. CONTRACTOR shall install blotter material of a type acceptable to and at the direction of the Contract Administrator/designee (no cement powder shall be acceptable).

CRACK SEAL EQUIPMENT: The equipment used by CONTRACTOR in the application of the asphalt rubber material shall have a mixing system in the material vat in order to maintain a consistent, uniform, homogeneous mixture throughout the crack sealing operation. The unit shall heat the asphalt rubber material by means of an indirect heat transfer median for adequate material temperature control. The equipment shall provide a continuous supply so that operations may proceed without delays. CONTRACTOR shall apply the material under pressure with a hose and wand assembly. The Contract Administrator/designee prior to use shall approve any equipment designated for use by CONTRACTOR.

Measurement and Payment. Measurement and payment shall be by the lineal foot of cracks sealed complete in place in accordance with the project.

MICRO SEAL APPLICATION (RUBBERIZED):

This project shall be constructed in accordance with this special provision of the contract MAG specifications modified here in as follows except where modified in the special provision of the Contract Agreements;

331.1 GENERAL: The work covered by this specification consists of furnishing all labor, equipment, and materials for the application of a "quick traffic solid/polymer microsurface." This specification covers the equipment and construction procedures for rut filling and/or resurfacing of existing paved surfaces. The microsurface shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregates, mineral filler, water and other additives properly proportioned, mixed and spread on the pavement surface.

331.2 MATERIALS: The CONTRACTOR shall supply all materials necessary for the performance of the work in accordance with the specifications. The asphalt emulsion, aggregate, and mineral filler shall be as specified in Section 714. Materials shall be approved by the Engineer prior to the start of construction. Certificates of Compliance shall accompany each delivery of emulsion. The CONTRACTOR shall be responsible for the safety of all materials of which he has taken delivery until they are in place on the road, and shall take all necessary precautions to avoid loss by fire or theft, or damage by water, and shall bear the cost of replacing any such material that is lost, spilt, destroyed or damaged after delivery.

331.3 PROPORTIONING: The microsurface shall be proportioned in accordance with the mix design. Calibrated sign flowmeters shall be provided to measure both the addition of water and additives to the pugmill. Emulsion and cement flow shall be tied directly to aggregate flow. All additive flows shall be calibrated.

Add the following to MAG subsection 331.3

The quantities of emulsified asphalt and dry mineral aggregate for Type II and Type III micro surfacing shall be estimated using the information in table 1. Exact quantities of emulsified asphalt and dry mineral aggregate shall be determined by mix design, or as directed by the. Engineer. The amount of aggregate placed during construction can vary between 18 to 22 pounds per square yards for Type II and between 24 and 32 pounds per square yards for Type III depending on the surface condition of the pavement to be treated. The amount of emulsified asphalt shall be between 12.5%-13% by weight of the dry mineral aggregate for Type II and between 11%-12% by weight of the dry mineral aggregate for Type III. Target quantities for the amount dry mineral aggregates and emulsified asphalt shall be as shown in table 1below.

Material	Type II	Type III
	Microsurfacing	Microsurfacing
Emulsified Asphalt, by weight of Dry Mineral Aggregate, percent	13	12
Dry Mineral Aggregate, pounds per square yard	20	28

331.3.1 Performance: The microsurface mixture shall be proportioned per the mix design to ensure: (A) Traffic ability - the material will permit controlled traffic without damage to the surface within thirty (30) minutes and uncontrolled traffic without damage within sixty (60) minutes, per Section 331.4.2.2. (B) Prevent development of bleeding, raveling, separation or other distress for seven (7) days after placing the microsurface.

Add the following to subsection 331.30;

Any material placed in the pavement exhibiting bleeding, raveling, separation or other distress within seven (7) days after placing the microsurface shall be removed by grinding and resurfaced at no additional cost to the Town of Paradise Valley.

331.4 MIX DESIGN:

331.4.1 General: The CONTRACTOR shall provide a job mix formula from an approved laboratory and present certified test results for the Town’s approval. Compatibility of the aggregate and polymer modified emulsion shall be certified by the emulsion manufacturer. All the materials used in the job mix formula shall be representative of the materials proposed by the Contractor for use in the project.

331.4.1.2: All the products used in the construction shall have certifications from the suppliers and they shall be given to the Public Works Supervisor upon delivery to the project.

331.4.1.3: Mix design and proportioning will be approved by the Town prior to the start of the project.

331.4.2.1: The Town shall approve the mix design prior to use. After the mix design has been approved, no material substitution will be permitted unless approved by the Town. The specification limits are as follows to conform to the requirements of Table 2.

PROPERTY	TEST METHOD	REQUIREMENT
Residual Asphalt Content	ASTMD 2172	6.0%- 11.5% ,by weight of dry aggregate
Mineral Filler	ASTM C136	0.1%-2.0%, by weight of dry aggregate
Additive	----	As required for mix properties
Water	----	As required for mix properties
Polymer Content/Type	----	4%min

Mix Time @ 77° F	ISSA TB-113	Controllable to 120 seconds minimum
Wet Track Abrasion Loss, (1 hour soak)	ISSA TB-100	50 g/ft ² maximum
Wet Track Abrasion Loss, (6 day)	ISSA TB-100	75 g/ft ² maximum
Wet Stripping	ISSA TB-114	90% minimum
Wet Cohesion, @ 30 minutes minimum (Set)	ISSA TB-139	12 Kg/em minimum
Consistency	(ISSA T-106)	2.5 to 3.0 em
Wet Cohesion, @ 60 minutes minimum (Traffic)	ISSA TB-139	20 Kg/em minimum
Loaded Wheel Sand Adhesion	ISSA TB-109	50 g/ft ² maximum
Lateral Displacement	ISSA TB-147	5% maximum
Specific Gravity after 1,000 cycles of 125 lb.	ISSA TB-147	2.10 maximum

EQUIPMENT PER MAG SPECS (section 331.6.1 thru 331.6.6.3):

331.6.1 General: All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product.

331.6.2 Mixing Equipment: The mixing machine shall be a self-propelled or truck mounted mixing machine which shall be able to accurately deliver and proportion the aggregate, mineral filler, water, additive, and polymer-modified asphalt emulsion to a revolving multi-blade mixer capable of minimum speeds of 200 RPM and discharge the product on a continual flow basis. The machine shall have sufficient storage capacity for aggregate, polymer modified asphalt emulsion, mineral filler, water, and additive to maintain an adequate supply to the proportioning controls.

331.6.3 Material Control:

331.6.3.1 Calibration: Each mixing unit to be used in the performance of the work shall be calibrated prior to construction. Calibration data, if done within the calendar year, using the same material, may be used, providing a verification of the aggregate feed agrees. Individual volume or weight controls for proportioning each material to be added to the mix shall be provided, and shall be accessible to the Engineer. Each material control device shall be calibrated prior to work and documented for inspection by the Town.

331.6.3.2 Aggregate Feed: The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

331.6.3.3 Emulsion Pump: The emulsion pump shall be the positive displacement type with a jacketed housing for uniform heating. A revolution counter or similar device shall be fitted so that the amount of emulsion used may be determined at any time.

331.6.3.4 Fines Feeder: An approved fines feeder is required that will provide a uniform, positive, accurately metered range of 0 to 1 percent by dry aggregate weight. The fines feeder shall have a counter so the amount of mineral filler can be determined at any time.

331.6.3.5 Liquid Additive: The mixing machine shall be equipped with a liquid additive system that provides a pre-determined amount of additive to the mixing chamber. This additive system must be equipped with a counter that can determine the amount used at any time.

331.6.3.6 Water System: The mixing machine shall be equipped with a water system that provides a pre-determined amount of water to the mixing chamber. This water system must be equipped with a counter that can determine the amount used at any time.

331.6.4 Operator Controls: Controls will allow the operator to sequence and proportion the material per the mix design.

331.6.5 Spray Bars: The mixing machine shall be equipped with a water pressure system that provides a water spray immediately ahead of and outside the spreader box.

331.6.6 Spreading Equipment:

331.6.6.1: The paving mixture shall be spread uniformly by means of mechanical type laydown box attached to the mixer, equipped with agitation, to spread the materials throughout the box without any dead zones. The paddles shall be designed and operated so all the fresh mix will be agitated. Flexible seals, front and rear, shall be in contact with the road surface to prevent loss of mixture from the box. The spreader box shall be equipped with hydraulic cylinders for controlling the thickness of the spread mixture.

331.6.6.2: The rut filling spreader box shall have 6 to 8 skids to provide for leveling and filling uneven depressed areas. Two adjustable steel strike-off plates are required. The rear flexible seal shall act a final strike-off and shall be adjustable. The steel strike-offs shall be controlled by hydraulic cylinders placed at the rear of the spreader box.

331.6.6.3: The spreading equipment shall be maintained free from build-up of the mixture on the paddles or side walls. Skips, lumps, or tears will not be allowed in the finished product

331.7 APPLICATION:

331.7.1 General: The microsurface shall be of the desired consistency when deposited in the spreader box and nothing more shall be added to it. The mixing time shall be sufficient to produce a complete and uniform coating of the aggregate and the mixture shall be chuted into the moving spreader box at a sufficient rate to maintain an ample supply across the full width of the strike-off squeegee at all times.

331.7.2 Weather: Microsurfacing shall not be placed if either the pavement or air temperature is below 50 degrees F and falling, but may be applied if both the air and pavement temperature are at least 45 degrees F and rising, and it is not raining.

331.7.3 Protection of Existing Surfaces: The Contractor shall take all necessary precautions to prevent microsurface or other material used from entering or adhering to gratings, hydrants, valve boxes, manhole covers, bridge or culvert decks, and other road fixtures. Immediately after resurfacing, the Contractor shall clean off any such material and leave any grating, manholes, etc. in a satisfactory condition.

331.7.4 Fogging Pavement: The surface shall be pre-wetted by Fogging ahead of the spreader box. The rate should be adjusted as dictated by the pavement temperature, surface texture, humidity, and dryness of existing pavement.

331.7.5 Mix Stability: The mix shall possess sufficient stability so that premature breaking of material in the spreader box does not occur. The mixture shall be homogeneous during mixing and spreading; it shall be free of excess water or emulsion, and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

331.7.6 Application Rate: The application rates, pounds per square yard of mix specified, are average rates; the surface texture variation throughout the work will dictate the actual spreading

rates. The strike-off squeegee shall be adjusted to provide a microsurface thickness which will completely fill the surface voids and provide an additional thickness not exceeding one and one-half times the largest top-size stone. The requirement of 1-1/2 stone depth does not apply to rut filling operations as these depths vary greatly according to the surface irregularities.

331.7.7 Joints: No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints. A maximum of 4.0" overlap will be permitted on longitudinal joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. Half passes and odd width passes will be used in minimal amounts. If half passes are used, they cannot be the last pass on any area. Care shall be taken to ensure straight lines along curbs and shoulders. No runoff will be permitted on these areas. Construction joints shall be neat in appearance and shall be tapered or feathered to conform to the existing surface. All excess material shall be removed from the surface upon completion of each run.

331.7.8 Handwork: Approved squeegees and lutes shall be used to spread the mixture in areas inaccessible to the spreader box and in other areas where hand spreading may be required.

331.7.9 Protection of the Microsurface: Adequate means shall be provided by the CONTRACTOR to protect the uncured product. Any damage done to the product shall be repaired at the CONTRACTOR'S expense.

331.7.10 Damage to the Microsurface: The Contractor's responsibility to replace microsurface damaged by unexpected rain after spreading shall be limited to the period within four (4) hours of placement of the microsurface.

331.8 PAYMENT: The micro-surfacing shall be paid for by the square yard. The price shall be full compensation for furnishing, mixing and applying all materials; and for all labor, equipment, tools, design tests, and incidentals necessary to complete the job as specified herein.

Storage and Transport: The CONTRACTOR shall transport and store the emulsified asphalt in non-leaking tanks. It will be the CONTRACTOR'S sole responsibility to find storage/staging areas. At the storage staging area, the CONTRACTOR shall use Best Management Practices which minimize leaks or spills. The Town of Paradise Valley will not be held responsible for any leaks or spills at storage/staging areas or cleaning up.

**EXHIBIT C
PRICING**

Item	Est. Annual Quantity	Unit	Unit Price (Taxes Included)	Extended Price
1½" Asphalt Concrete Pavement (COP LV)	124,500	SY		
1½" Rubberized Asphalt Concrete Pavement HV Wet Process (contingency item)	20,000	SY		
Asphalt Milling 1½" (full width mill)	124,500	SY		
Crack Sealing ¼ inch gap or higher	34,600	LBS		
Polymer Modified Masterseal (PMM)	132,900	SY		
Micro Seal (Rubber)	15,000	SY		
Masterseal Liquid Road (LMHSS) (Square Yard)	65,500	SY		
Manhole Adjustments (Black concrete)	55	EA		
Hand Valve Adjustments (Black concrete)	35	EA		
Adjust Survey Monuments & Brass Caps (Black Concrete)	60	EA		
Concrete Flat Work (ADA Ramp Updates)	10	EA		
4" White Paint -Temporary Striping	3,000	LF		
4" White Thermo Striping	3,000	LF		
6" White Paint -Temporary Striping	2,500	LF		
6" White Thermo Striping	2,500	LF		
8" White Paint -Temporary Striping	200	LF		

8" White Thermo Striping	200	LF		
12" White Paint (cross walks) -Temporary	300	LF		
12" White Thermo (cross walks)	300	LF		
18" White Paint (Stop Bars) - Temporary	100	LF		
18" White Thermo (Stop Bars)	100	LF		
Turn Arrows, Paint - Temporary	10	EA		
Turn Arrows, Thermo	10	EA		
6ft. Bike Lane Symbols	15	EA		
White Raised Reflective Pavement Markers (RPM's)	100	EA		
Yellow Raised Reflective Pavement Markers (RPM's)	100	EA		
Blue Fire Hydrant Reflectors	25	EA		
Loop Detectors	1	EA		
Speed Humps (Includes striping pattern per MAG Traffic Engineering Specs)	4	EA		
Project Signs	6	EA		
Traffic Control & Barricading	1	Per Day		
Uniformed Paradise Valley Police Officer (Traffic Control)	8	Hours		
			Total Cost (Taxes Included)	

EXHIBIT D1

BID BOND

**ARIZONA STATUTORY BID BOND PURSUANT TO TITLES 28, 34 AND 41.
OF THE ARIZONA REVISED STATUTES**

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____, (hereinafter Principal), as Principal, and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto _____, (hereinafter "Oblige"), as Oblige, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Oblige for the work described below, for the payment of which sum, the Principal and the Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for:

Street Replacement & Asphalt Mill & Inlay - Various Locations; Contract No. CON-18-0012-PBW

NOW, THEREFORE, if the Oblige accepts the proposal of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Oblige the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise to remain 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 that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 2018.

Principal

SEAL SURETY

By: _____
Attorney-in-Fact

By: _____

SEAL

Its: _____

AGENCY OF RECORD

AGENCY ADDRESS

**EXHIBIT D2
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 Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the Town of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Paradise Valley, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$ _____), for the payment whereof, the said 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 Paradise Valley, Dated the _____ Day of _____, for **Street Replacement & Asphalt Mill & Inlay - Various Locations; Contract No. CON-18-0012-PBW**, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 2018.

PRINCIPAL SEAL _____

AGENT OF RECORD
BY _____

SURETY SEAL _____

AGENT ADDRESS _____

EXHHIBIT D3

PAYMENT BOND

**ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, 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 _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the Town of Paradise Valley, (hereinafter "Oblige") County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$ _____), for the payment whereof, the said 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 Paradise Valley, dated the _____ day of _____, 20____, for Street Replacement & Asphalt & Mill Inlay - Various Locations; Agreement No. CON-18-0012-PBW, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys 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 said 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 same 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.

Witness our hands this _____ day of _____, 2018.

PRINCIPAL **SEAL**

BY _____

SURETY **SEAL**

AGENT OF RECORD

AGENT ADDRESS

EXHIBIT E

CONSTRUCTION SIGN DETAIL

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS SHALL BE REFLECTORIZED ORANGE BACKGROUND, AND REFLECTORIZED BLACK LETTERS AND NUMERALS.

TYPICAL SIGNS ARE 3' X 5'. SIGN VERBIAGE AND SPECIFICATIONS SHALL BE APPROVED BY THE TOWN PRIOR TO INSTALLATION.

ELECTRONIC MESSAGE BOARDS ARE REQUIRED 30 DAYS PRIOR TO PROJECT COMMENCEMENT FOR MAJOR AND MINOR ARTERIALS. DEPENDING ON THE PROJECT, BETWEEN TWO AND SIX MAY BE REQUIRED.

EXHIBIT F1
Contractor's Equipment
(To be used on Agreement No. CON-18-0012-PBW)

EXHIBIT F2

SUB-CONTRACTORS / PERSONNEL
(To be assigned to Agreement No. CON-18-0012-PBW)

Name	Qualifications/Experience

Exhibit G

AFFIDAVIT OF ISRAEL BOYCOTT

The Arizona legislature enacted legislation to prohibit public entities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the Bid in order that the Town may determine compliance.

As defined by A.R.S. §35-393.01:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are Intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories Controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based On a valid business reason.
- 2. "Company" means a sole proprietorship, organization, association, corporation, and partnership, joint venture, limited Partnership, limited liability partnership, limited liability company or other entity or business association, and Includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- 3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a Retirement system in an actively managed account or fund in which the retirement system owns all shares or Interests.
- 4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, That is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the State treasurer or retirement system owns shares or interests either:
 - (a) Together with other investors that are not subject to this section.
 - (b) That are held in an index fund.
- 5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or Department of this state or a political subdivision of this state.
- 6. "Public fund" means the state treasurer or a retirement system.
- 7. "Restricted companies" means companies that boycott Israel.
- 8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

You must select one of the following:

_____My company **does not** participate in, and agrees not to participate in during the term of the contract a Boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my response will become Public record.

_____My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this affidavit, the undersigned person or entity with whom the Town of Paradise Valley is contracting agrees to indemnify and hold the Town of Paradise Valley, its officials, officers, directors, employees, volunteers and agents, harmless from any claims or causes of action relating to the Town of Paradise Valley's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the Town of Paradise Valley in defending such an action.

Company Name

Signature of persons Authorized to Sign

Address

Printed Name

City State Zip

Title

Exhibit H

NON COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____
(Title) (Name of Business)

Submitting an Offer/Bid in response to Invitation for Bid No. IFB-18-0012-PBW for Street Replacement & Asphalt Mill & Inlay in the Town of Paradise Valley, Arizona.

That, in connection with the above-mentioned project, neither the affiant, nor anyone associated with the aforesaid business has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, Article 4, as amended.

Signature of Affiant

STATE OF ARIZONA)
) so
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ for the purposes contained herein.

Notary Public

My Commission Expires: _____

EXHIBIT I

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 45 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott, Skelly & Much more, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 5 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 20 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 180 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in

Paradise Valley, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 **Award.** At the arbitration hearing, each party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services pursuant to the Agreement during any Dispute resolution or arbitration proceedings, and Town will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

- 4.1 **Third Party Claims.** Town and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with Town and Contractor.
- 4.2 **Liens.** Town or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by Town of Paradise Valley Building Department or any other agency of Town acting in its governmental permitting or other regulatory capacity.

EXHIBIT J

Potential Project Maps for First Year

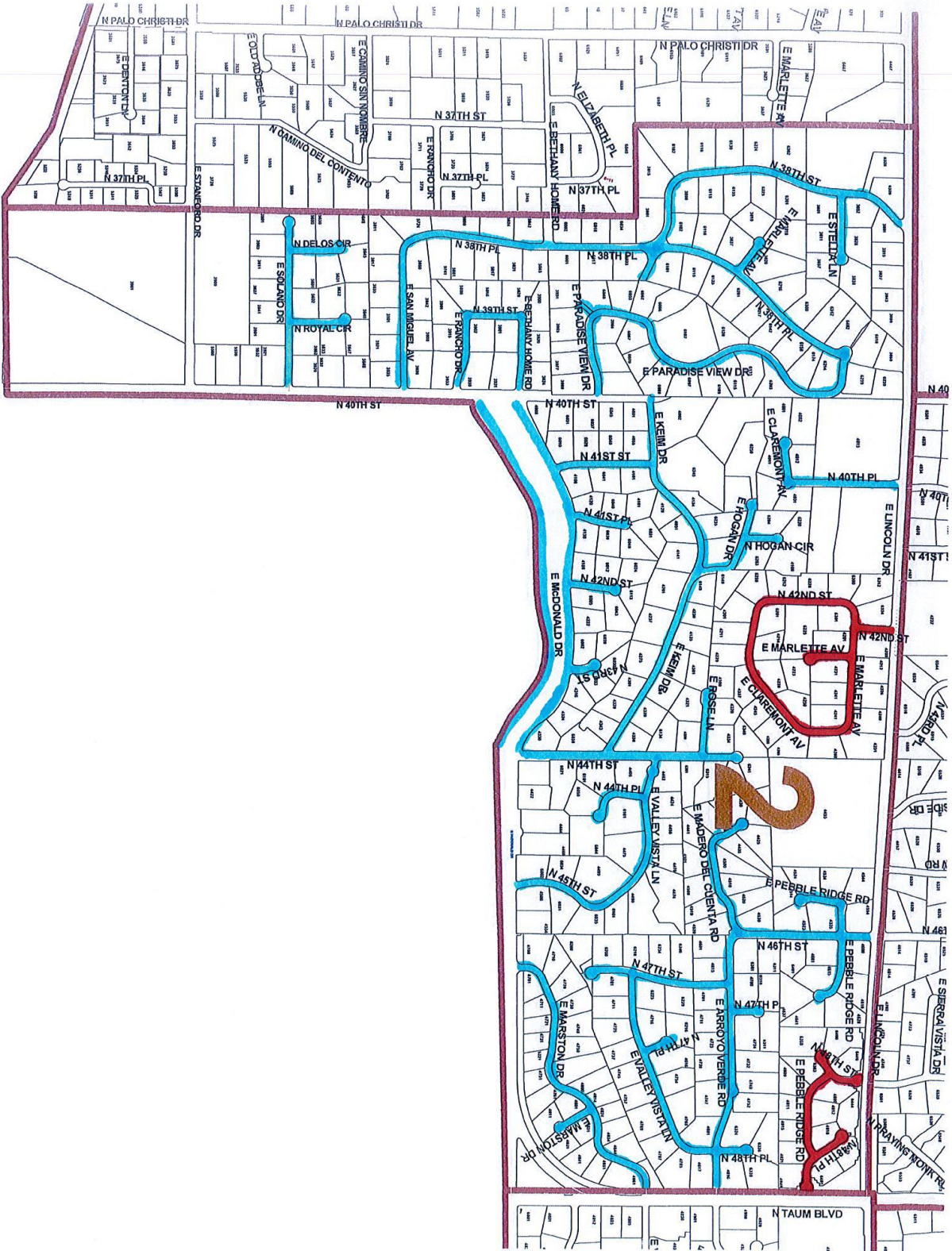
KEY for Maps:

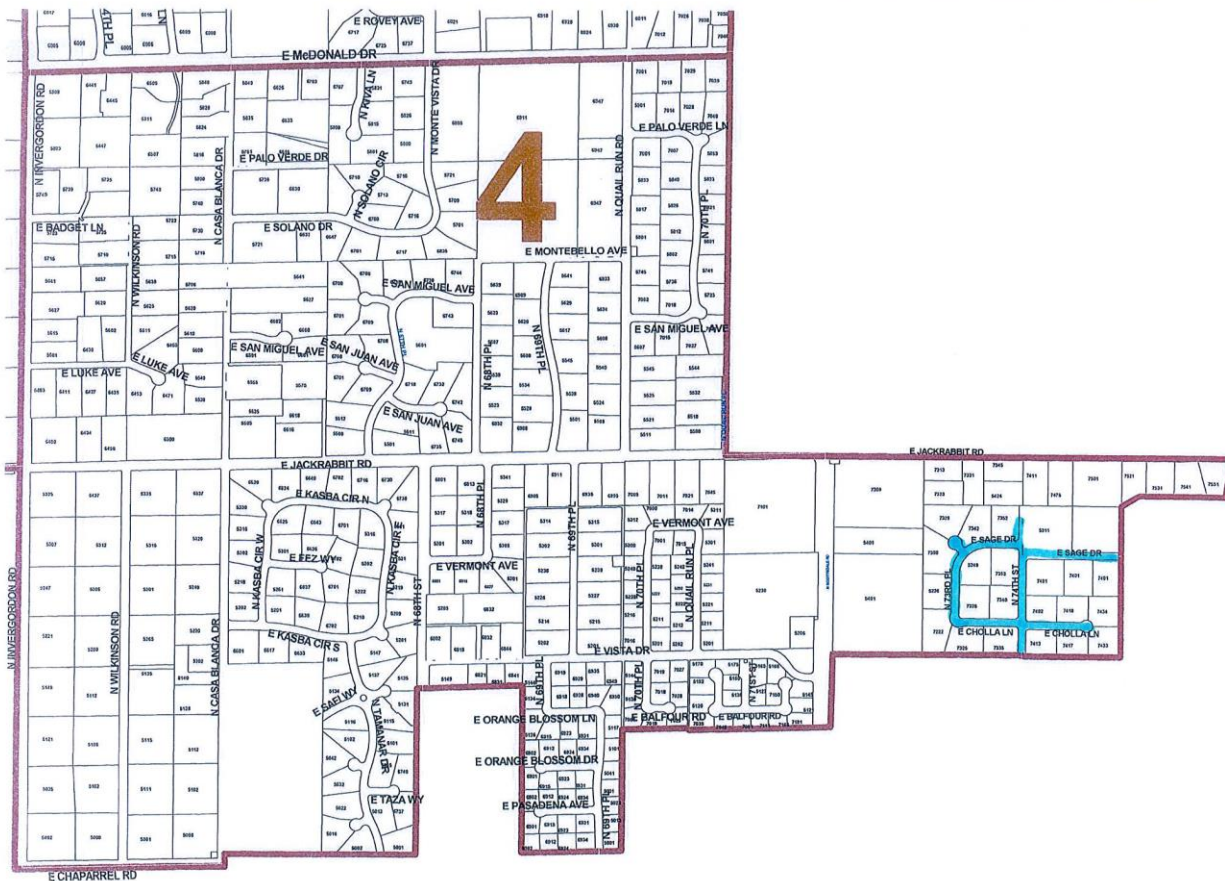
Yellow streets = crack seal and surface seal (PMM)

Blue streets = full mill and asphalt inlay

Mockingbird Lane Spreadsheet (56th St. to Invergordon Rd.) = crack seal and surface seal (Liquid Road)

Red streets = Streets not maintained by Town; not part of street preservation work





	Segment		From	To	Striping	Cul de sac			Road		Road	Total	Total Sq.	Handholes	Manholes
	ID	Street Name				Radius	Area	Circum	Length	Width	Sqr. Ft.	Sqr. Ft.	Yrds.	#	#
44	13670	Mockingbird Lane	Mohave Rd.	56th St.	Yes	0	0	0	1950	38	74100	74100	8233	6	4
45	13671	Mockingbird Lane	Coconino Rd.	Mohave Rd.	Yes	0	0	0	1345	38	51110	51110	5679	5	2
46	13672	Mockingbird Lane	Invergordon Rd.	Coconino Rd.	Yes	0	0	0	1810	38	68780	68780	7642	0	1
									5105				21554		

