



INVITATION FOR BIDS

Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Title: 2023-0003 Roadway Pavement Marking Project

Release Date: June 20 _____, 2023

Advertisement Dates: June 20-23 _____, 2023 – Prescott Daily Courier

Non-Mandatory Prospective Bidders' Conference: July 12 _____, 2023
9:00 a.m.
Public Works Conference Room
1982 Voss Drive
Chino Valley, Arizona 86323

Final Date for Inquiries: July 20 _____, 2023

Bid Deadline: Aug 2 _____, 2023
3:00 p.m.

Bid Opening: Aug 2 _____, 2023
3:00 p.m.

Town Representative: Steven Sullivan ssullivan@chinoaz.net
Assistant Town Engineer 928-636-3400

In accordance with the Town of Chino Valley Procurement Policy, competitive sealed Bids for the services specified herein will be received at the Town of Chino Valley Public Town Clerks Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened, and the Bid Price read. Bids must be in the actual possession of the Public Works Department on, or prior to, the Bid Deadline. Late Bids will not be considered and will be returned unopened. Each Bid shall be submitted in a sealed envelope with the Solicitation Name and the Bidder's name and address clearly indicated on the front of the envelope.

ATTENTION

The Town of Chino Valley reserves the right to amend the solicitation schedule as necessary.

All times are local to Chino Valley, Arizona.

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PUBLIC WORKS DEPARTMENT**

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

For Bid clarification, contact:			
_____	_____		
Arizona Transaction Privilege Tax License No.	Name		
_____	_____		
Arizona Corporation Commission File No.	Telephone		
_____	_____		
Federal Employer ID No.	Facsimile		
_____	_____		
Contractor Name	E-Mail		
_____	_____		
Address	Authorized Signature for the Contractor		
_____	_____		
City	State	Zip Code	Printed Name
_____	_____	_____	_____
			Title

ACCEPTANCE OF OFFER (FOR TOWN OF CHINO VALLEY USE ONLY)			
Effective Date: _____ Contract: _____ Official File: _____			
TOWN OF CHINO VALLEY, an Arizona municipal corporation			

Jack W. Miller, Mayor			
ATTEST:		APPROVED AS TO FORM:	
_____		_____	
Erin N. Deskins, Town Clerk		Andrew J. McGuire, Town Attorney	

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the Town of Chino Valley Public Works Department to be in actual possession of the sealed Bids.

1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for the opening of sealed Bids.

1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

1.5 “Confidential Information” means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.6 “Contract” means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.7 “Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the Town.

1.8 “Day(s)” means calendar day(s) unless otherwise specified.

1.9 “Invitation for Bids” or “IFB” means this request by the Town for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the Town’s Procurement Policy.

1.10 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with this Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.11 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.12 “Price” means the total expenditure for a defined quantity of a commodity or service.

1.13 “Procurement Administrator” means a Town employee who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.14 “Procurement Agent” means the Town Manager or authorized designee.

1.15 “Procurement Policy” means the Town’s Procurement Policy, as amended from time to time.

1.16 “Project” means the purpose and Work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.17 “Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in this Contract. This term does not include “professional and technical services” as defined in the Procurement Policy.

1.18 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.19 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.20 “Town” means the Town of Chino Valley, an Arizona municipal corporation.

1.21 “Town Representative” means the Town employee who has specifically been designated to act as a contact person to the Town’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under this Contract and for providing information regarding details pertaining to the Work.

1.22 “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified, licensed Contractor(s) to paint centerline pavement markings and intersection stop bars along Town arterial and collector roadways, including painted double yellow reflectorized centerline roadway markings and thermoplastic white reflectorized 18-inch stop bars (the “Services”), as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the Town’s needs. The Town does not guarantee any minimum or maximum amount of Services will be requested by the Town pursuant to the Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation

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of this IFB/Contract and the Town Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The Town will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder’s responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide **the entire IFB document (all pages)** that contains the following completed pages/documents to be considered a responsive Bid:

1. Offer (page i), signed in ink by someone authorized to bind the Bidder.
2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).
3. Licenses; Certifications; DBE/WBE Status (Exhibit C).
4. References (Exhibit D).
5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package,

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(2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package, in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed or hand-delivered to the following address: Town of Chino Valley Town Clerk's Office, 202 North State Route 89, Chino Valley, Arizona 86323.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (e-mail) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (e-mail) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the Town Procurement Policy.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representative whose name appears on the cover page of this IFB. Verbal or telephone inquiries directed to Town staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an IFB package from the Town and who legibly provided a mailing address, facsimile and/or e-mail address to the Town. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Bidder submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the Town with respect to this IFB will be available on the

Town's website at <https://www.chinoaz.net/Bids.aspx>, and in person at Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the Town Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The Town Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Town Representative. Approvals for "equals" before Bid Opening may be requested in writing to the Town Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate this Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders' Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an

amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable, and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The Town shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the Town and will not be returned.

2.12 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the Town's Procurement Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the

statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Bidder in writing of such determination.

2.14 Bidder Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. Bidders shall provide license and certification information with the Bid, attached as Exhibit C and incorporated herein by reference. Upon the Town's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total Bid Price does not include any Town allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The Town's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Subsection 3.15(E) below, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid Offer is genuine.

Failure to sign the Bid Offer or signing it with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the Town.

2.17 Award of Contract.

A. Multiple Award. The Town may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. The Town's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the Town's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the Town based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Bidder Offers shall be valid and irrevocable for **90** Days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the Town Procurement Policy.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term. This Contract shall be effective from the date it is fully executed by the Town and remain in full force and effect for **30 days** unless terminated as otherwise provided herein.

3.2 Compensation. The Town shall pay the Contractor for Services completed and accepted by the Town at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the Town.

3.3 Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and shall include the Work Order number authorizing the transaction and shall be delivered to the Town Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.4 Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Contract shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Contractor.

3.5 Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

3.6 Contractor Personnel. Contractor shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel will not be removed or replaced without prior written notice to the Town. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.7 Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

3.8 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. The Town has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract.

3.9 Materials; Equipment. Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

3.10 Performance Warranty. In addition to any specific obligations set forth in Exhibit A, Contractor warrants that the Services rendered will conform to the requirements of this Contract and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

3.11 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.12 Changes; Cancellation. The Town reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the Town agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the Town, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.13 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Contract at the Town's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials and employees as

Additional Named Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the Town as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The Town shall reasonably rely upon the certificates of insurance and

declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Contractor shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Subsection.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy

will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Contractor shall provide at least 30 Days' prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

3.14 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona, and suit pertaining to this Contract may be brought only in courts in Yavapai County, Arizona.

3.15 Termination; Cancellation. The Town may, by written notice to Contractor as set

forth in this Section, terminate this Contract in whole or in part.

A. For Town's Convenience. This Contract is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. If Contractor abandons the Services without the consent of the Town, Contractor shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (1) the difference between the cost of a replacement Contractor to complete the Services and the contract price for Contractor under this Contract; and (2) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Contractor. The Town shall use its best efforts to replace Contractor within a reasonable time.

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Town or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

E. Gratuities. The Town may, by written notice to the Contractor, cancel this Contract if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Contract. In the event this Contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. Contract Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Contract as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations

under this Contract are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Contract. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The Town shall keep Contractor informed as to the availability of funds for this Contract. The obligation of the Town to make any payment pursuant to this Contract is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Contract pursuant to this Section.

G. Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Contractor shall (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Contractor of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Contractor will be without liability or legal exposure to Contractor. Contractor shall appraise the Work it has completed and submit the appraisal to the Town for evaluation.

3.16 Suspension of Work.

A. Order to Suspend. The Town may, for its convenience, order the Contractor, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

B. Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Contract, or by its failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (1) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which a change order is executed.

3.17 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent

**TOWN OF CHINO VALLEY
PUBLIC WORKS DEPARTMENT**

contractor, not as an employee or agent of the Town. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future Town and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the Town when such changes do not alter the Contract Price.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

F. Entire Agreement; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

H. Subcontracts. No subcontract shall be entered into by the Contractor with

If to Contractor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

N. Overcharges by Antitrust Violations. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Subsection 3.17(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor, unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.17(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.17(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract

amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

P. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Subsection 3.17(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 3.17 (R) below. To the extent necessary for the Town to audit Records as set forth in this Subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Subsection. The Town shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Town.

S. Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

T. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any Town-approved Purchase

Order, the Price Sheet, any Town-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Contract is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

U. Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of the Town.

V. Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

W. Non-Exclusive Contract. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the Town of Chino Valley. The Town reserves the right to obtain like goods and Services from another source when necessary.

X. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The Town shall not be responsible for any disputes arising out of transactions made by others.

Y. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees for the duration of this Contract that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Contract shall terminate unless the termination date of this Contract occurs before the end of the remedy, in which case this Contract terminates on the contract termination date.

EXHIBIT A
TO
INVITATION FOR BIDS
FOR
2023-003 ROADWAY PAVEMENT MARKING PROJECT

[Scope of Work and Specifications]

See following pages.

SCOPE OF WORK

2023-003 ROADWAY PAVEMENT MARKING PROJECT

1. Location:

- a. The Scope of Work includes the roadways and intersections shown on the map attached hereto as Attachment 1 and incorporated herein by reference.
- b. The Scope of Work does not include any Work along State Route 89 (SR89) or at any intersection along SR89.

2. Scope of Work:

a. Roadway Pavement Markings

i. Paint

1. Furnish and install double yellow reflectorized centerline roadway markings per City of Prescott Standard Details 106P-1 and 632Q, each of which is attached hereto as Attachment 2 and Attachment 3, respectively, and incorporated herein by reference.
2. Striping shall conform to the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD), Chapter 3B, with regard to size, color, reflectivity, and placement unless otherwise specified herein.
3. Paint application shall conform to Arizona Department of Transportation (ADOT) specification 708.
4. Double yellow centerline shall be reflectorized paint 25 mils thick and conform to Quad City Standard Detail 632Q.
5. A list of approved manufacturers and distributors of Type I and II waterborne traffic paint is shown on ADOT's Approved Product List. The most recent version is available on the ADOT Research Center Product Evaluation Program Website.

ii. Thermoplastic

1. Furnish and install reflectorized thermoplastic 18-inch white stop bars at roadway intersections per City of Prescott Standard Detail 106P-1.
2. All thermoplastic applications shall conform to ADOT specification 704. Transverse markings, stop bars, shall be 90-mil thick.
3. Stop bars shall be reflectorized 90-mil thermoplastic per Quad City Standard Detail 632Q.
4. Stop bars shall be placed per City of Prescott Standard Detail 632Q.

5. A list of approved manufacturers and distributors of Type I, II, III, IV and IV preformed pavement marking materials is shown on ADOT's Approved Product List. The most recent version is available on the ADOT Research Center Product Evaluation Program Website.
 - 6.
- b. Traffic Control
- i. The Contractor shall be responsible for all traffic control.
 - ii. The Contractor shall submit traffic control plans, as necessary, and determined by ADOT, Yavapai County Department of Transportation (Yavapai DOT), and the Town of Chino Valley, for review and authorization prior to the start of Work.
 - iii. All traffic control that impacts or encroaches into State Route 89 right-of-way shall be submitted to ADOT for review and authorization. When applicable, the Contractor shall submit and receive an ADOT-authorized Traffic Control Plan (TCP) prior to beginning Work. Copies of all ADOT-authorized traffic control plans shall be provided to the Town of Chino Valley Public Works Engineering a minimum of five working days prior to the start of Work.
 - iv. All traffic control that impacts or encroaches into Reed Road right-of-way shall be submitted to Yavapai DOT for review and authorization. When applicable, the Contractor shall submit and receive a Yavapai DOT-authorized Traffic Control Plan (TCP) prior to beginning Work. Copies of all Yavapai DOT-authorized traffic control plans shall be provided to the Town of Chino Valley Public Works Engineering a minimum of five working days prior to the start of Work.
 - v. For this Contract, traffic control shall include all motor vehicles, bicycles, and pedestrians along State, County, and Town roadways, bike lanes, paths, and sidewalks.
 - vi. All traffic shall be regulated in accordance with the most recent edition of MUTCD, any Special Provisions included herein, and as required by ADOT.
 - vii. The Contractor shall use the appropriate traffic barricading as set for in the MUTCD and shall comply with the safety standards set forth in American National Standard Institute (ANSI) 133.1 for all Work performed along roadways and within rights-of-way.
 - viii. The Contractor shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that traffic is carried through the Work areas in an effective manner and that motorists, bicycles, pedestrians, and workers are protected from hazards and accidents.
 - ix. It may be necessary to alter traffic control as authorized by ADOT. Alterations to traffic control shall be in accordance with the latest edition of Part VI of the MUTCD; "Traffic Control for Streets and Highway Construction and Maintenance Operations," the latest edition of the ADOT Traffic Control Manual. The most restrictive manual shall apply.

- x. The Contractor shall wear reflectorized vests that meet ANSI standards at all times.
 - xi. No additional payment shall be made for traffic control required as part of this Contract. The cost for traffic control shall be included as part of the Bid.
- c. Work Permits
- i. For any Work that impacts or encroaches on SR89 right-of-way, the Contractor shall coordinate with ADOT for a permit to work in the SR89 right-of-way each time Work is scheduled.
 - ii. The Contractor shall, for any Work that impacts or encroaches into Reed Road, coordinate with Yavapai DOT for a permit to work in the Reed Road right-of-way each time Work is scheduled.
- d. Contract Quantities
- i. Project drawings and this Scope of Work include dimensions and quantities for the convenience of Bidders. The Project's estimated quantities include 245,690 linear feet of painted double yellow reflectorized centerline markings or 491,380 linear feet of 4-inch equivalent single yellow line, and 72 reflectorized thermoplastic 18-inch white stop bars at roadway intersections. The Town provides no guarantee of the accuracy of this information. Bidders are responsible for verifying all dimensions and quantities of materials required.
- e. Instructions and Expectations:
- i. Due to the geographical scope of the Project, the Town strongly encourages Bidders to visit each of the Work areas indicated on the map in Attachment 1. Each Bidder is responsible for examining Work areas and becoming familiar with their general conditions, improvements, and amenities. Bidders shall be deemed to have accepted such conditions.
 - ii. The Contractor is responsible for properly disposing of all Project waste. No Town facility refuse container shall be used to dispose of waste or recycled materials.
 - iii. Bidders may submit multiple Bids, on separate Bid sheets, for the Town's consideration.
 - iv. The Contractor shall be responsible for providing all necessary Project and worker facilities, including a waste disposal container, restrooms, wash stations, and drinking water.
 - v. The Contractor shall protect existing finishes and conditions of areas surrounding Work from paint overspray or damage. The Contractor shall be responsible for site cleanliness and for repairing or replacing Project related damage to existing finishes.
 - vi. The Contractor shall perform the Work in a safe manner and follow all appropriate OSHA requirements.

- vii. The Contractor shall be responsible for spot layout of centerline striping and stop bars for the entire Project and shall contact the Town prior to installing pavement markings. Any striping or stop bars installed before layout approval shall be subject to removal and reinstallation at the Contractor's expense.
- viii. The Contractor shall be responsible for properly preparing roadway surfaces for the application of paint and thermoplastic, including sweeping.
- ix. The Project schedule shall include any official Town business day, Monday through Thursday, 6:30 a. m. to 5:00 p. m., and shall NOT include evenings, weekends, and official Town holidays. Work must continue on consecutive days, not counting weekends or holidays, until complete. The Town may consider alternate Work schedules, including performing Work on Friday(s), if it would complete the Work sooner and if the alternate schedule is advantageous to the Town. The Contractor is responsible for submitting alternate Work schedule requests to the Town.

f. Measure and Pay

i. Method of Measure

1. Thermoplastic Pavement Markings

- a. Thermoplastic pavement markings shall be measured per section 704.4 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (2021).
- b. Thermoplastic pavement transverse markings (i.e., stop bars) will be measured by the linear foot along the center line of the pavement marking line and will be based on a 4-inch-wide line. Measurement for striping with a plan width greater or less than the basic 4 inches as shown on the plans or directed by the Engineer will be made by the same method and then adjusted by the following factor:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{4 \text{ (inches)}}$$

Stop bars will be measured for centerline length and adjusted for widths other than 4 inches, as defined above. No separate measurement or payment will be made for cleaning and preparing the pavement surface, including abrasive sweeping and high-pressure air spray, and for disposal of excess materials, cleaning fluids, and empty material containers, the cost being considered as included in contract items. Removal of curing compound from new Portland cement concrete pavement and the application of primer-sealer, will be measured along the centerline of the line of curing compound being removed or the line of primer-sealer being applied or by the unit each for symbols and legends, as appropriate. Measurement of a line of removal of curing compound or a line of application of primer-sealer will be based on a 4-inch-wide line, and shall be measured by the linear foot, and in accordance with the items of Work established in the Bid schedule. Measurement for lengths of removal of curing compound or application of primer-sealer with a plan width greater than 4 inches as shown on the plans or directed by the Engineer will be made by the

same method and then adjusted by the following factor:

$$\frac{\text{Plan Width (inches)} \times \text{Linear Feet}}{4 \text{ (inches)}}$$

The plan width will include an extra 4 inches – 2 inches on each side – beyond the plan width of pavement marking and will be based on a continuous length of pavement marking lines unless indicated on the Project plans.

2. Pavement Marking Paint

- a. Pavement marking paint shall be measured per section 704 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (2021).
- b. Pavement marking paint will be measured by the linear foot along the centerline of the pavement stripe. Length of pavement markings will be based on a 4-inch-wide stripe. Measurement for striping with a plan width greater or less than the basic 4 inches as shown on the plans or directed by the Engineer will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{4 \text{ (inches)}}$$

ii. Basis of Pay

1. Thermoplastic Pavement Markings

- a. Thermoplastic pavement markings shall be paid per section 704.5 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction (2021).
- b. The accepted quantities of thermoplastic pavement markings of the type specified in the bidding schedule, measured as provided above, will be paid for at the contract unit price, complete in place, including pavement surface preparation and glass beads. The accepted quantities for removal of curing compound from new Portland cement concrete pavement and the application of primer sealer, measured as provided above, will be paid for at the respective contract unit prices, under the items of Work established in the Bid schedule.

2. Pavement Marking Paint

- a. Pavement marking paint shall be paid per section 704 of the ADOT Standard Specifications for Road and Bridge Construction (2021).
- b. Pavement striping of the type specified, measured as provided above, will be paid for at the contract price per linear foot for the total length of painted line applied to the nearest foot, which price shall be full compensation for the Work, complete in place, including glass beads, as described and specified herein and on the Project plans.

Attachment 1
to the
Scope of Work

[Map of Roadways and Intersections]

See following page.

Attachment 2
to the
Scope of Work

[City of Prescott Standard Detail 106P-1]

See following page.

1. THE CONTRACTOR SHALL SPOT LAYOUT THE ENTIRE PROJECT AND CONTACT THE CITY INSPECTOR TO MAKE ARRANGEMENTS FOR INSPECTION PRIOR TO INSTALLING TRAFFIC SIGNS OR PAVEMENT MARKINGS. ANY SIGNING OR STRIPING INSTALLED BEFORE LAYOUT APPROVAL SHALL BE SUBJECT TO REMOVAL AND REINSTALLATION AT THE CONTRACTOR'S EXPENSE.
2. TRAFFIC SIGN DIMENSIONS, COLORS AND LETTERING SHALL CONFORM TO THE LATEST MUTCD SPECIFICATIONS. TRAFFIC SIGN SIZE SHALL BE STANDARD UNLESS OTHERWISE SPECIFIED ON THE PLANS.
3. SIGN LOCATION SHALL BE COORDINATED WITH LANDSCAPING PLANS TO ENSURE SIGN VISIBILITY PER AASHTO STANDARDS.
4. ALL R1-1 "STOP" SIGNS AND PEDESTRIAN WARNING SIGNS SHALL BE RETRO-REFLECTIVE WITH SHEETING MATERIAL TO BE DIAMOND VMP GRADE, MEETING OR EXCEEDING ASTM 4956-04.
5. ALL OTHER SIGNS ARE TO BE RETRO-REFLECTIVE WITH SHEETING MATERIAL TO BE HIGH INTENSITY PRISMATIC MEETING OR EXCEEDING ASTM 4956-04.
6. SIGN BLANKS SHALL BE 5052-H38 ALLOY TREATED ALUMINUM WITH ALODINE 1200 CONVERSION COATING, 0.080" THICK WITH ROUNDED CORNERS.
7. SIGNS SHALL BE MOUNTED ON STREET LIGHT POLES WHENEVER FEASIBLE.
8. STRIPING SHALL CONFORM TO THE MOST RECENT EDITION OF THE MUTCD WITH REGARD TO SIZE, COLOR, REFLECTIVITY AND PLACEMENT UNLESS OTHERWISE SPECIFIED ON THE PLANS.
9. ALL THERMOPLASTIC APPLICATIONS SHALL CONFORM TO ADOT SPECIFICATION 704. TRANSVERSE MARKINGS, SYMBOLS AND LEGENDS SHALL BE 90 MIL (0.090 INCH) THICK, LONGITUDINAL MARKINGS SHALL BE 60 MIL (0.060 INCH) THICK ALKYD EXTRUDED THERMOPLASTIC.
10. ALL PAINT APPLICATION SHALL CONFORM TO ADOT SPECIFICATION 708.
11. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS, AND CURB PAINT SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO THE INSTALLATION OF NEW STRIPING. SLURRY OR PAINT SHALL NOT BE USED TO COVER EXISTING PAINT. PAVEMENT THAT IS DAMAGED DUE TO THE REMOVAL OF MAKERS OR STRIPING SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER OR HIS DESIGNEE.

COP STANDARD DETAIL	SIGNING AND STRIPING NOTES	 CITY ENGINEER	REVISED: 07/16	DETAIL No. 106P-1
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Attachment 3
to the
Scope of Work

[City of Prescott Standard Detail 632Q]

See following page.

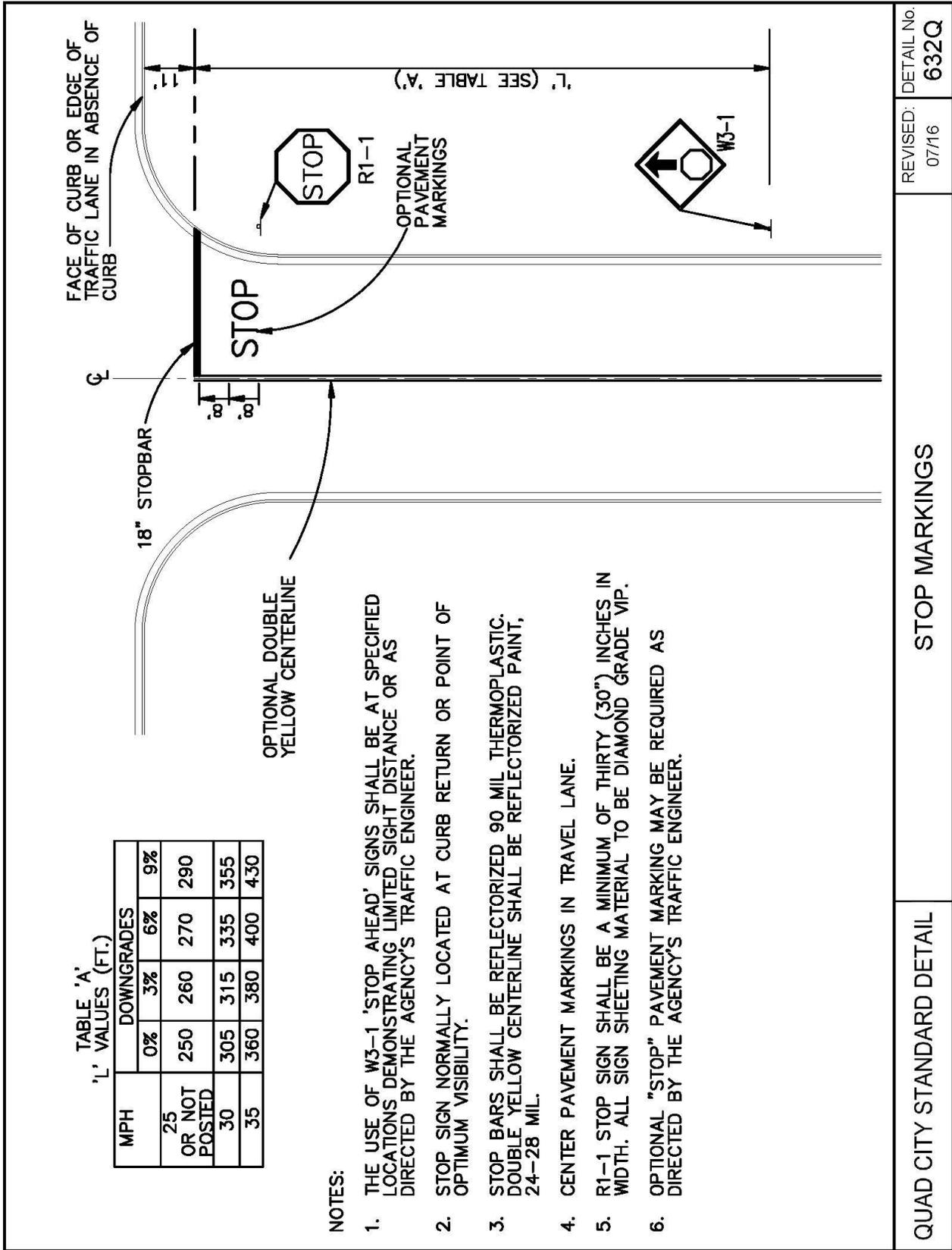


TABLE 'A'
'L' VALUES (FT.)

MPH	DOWNGRADES		
	0%	3%	6%
25 OR NOT POSTED	250	260	270
30	305	315	335
35	360	380	400
			430

NOTES:

1. THE USE OF W3-1 'STOP AHEAD' SIGNS SHALL BE AT SPECIFIED LOCATIONS DEMONSTRATING LIMITED SIGHT DISTANCE OR AS DIRECTED BY THE AGENCY'S TRAFFIC ENGINEER.
2. STOP SIGN NORMALLY LOCATED AT CURB RETURN OR POINT OF OPTIMUM VISIBILITY.
3. STOP BARS SHALL BE REFLECTORIZED 90 MIL THERMOPLASTIC. DOUBLE YELLOW CENTERLINE SHALL BE REFLECTORIZED PAINT, 24-28 MIL.
4. CENTER PAVEMENT MARKINGS IN TRAVEL LANE.
5. R1-1 STOP SIGN SHALL BE A MINIMUM OF THIRTY (30") INCHES IN WIDTH. ALL SIGN SHEETING MATERIAL TO BE DIAMOND GRADE VIP.
6. OPTIONAL "STOP" PAVEMENT MARKING MAY BE REQUIRED AS DIRECTED BY THE AGENCY'S TRAFFIC ENGINEER.

QUAD CITY STANDARD DETAIL

STOP MARKINGS

REVISED: 07/16

DETAIL No. 632Q

EXHIBIT B
TO
INVITATION FOR BIDS
FOR
2023-003 ROADWAY PAVEMENT MARKING PROJECT

[Price Sheet]

See following page.

PRICE SHEET

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.

Item	Description	Estimated Qty.	Unit	Unit Price	Extended Price
1	Painted Double Yellow ReflectORIZED Centerline Pavement Markings – ADOT Section 708 Type I paint, 25-mil minimum thickness, with Type III Reflective Beads	491,380	LF		
2	72 18" White ReflectORIZED 90-mil Thermoplastic Stop Bars – ADOT Section 704, 90-mil minimum thickness	38,880	LF		
*TOTAL PRICE				\$	

*All bids are presumed to include all applicable taxes.

ADDITIONAL INFORMATION TO BE SUPPLIED

EXHIBIT C
TO
INVITATION FOR BIDS
FOR
2023-003 ROADWAY PAVEMENT MARKING PROJECT

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

- **Attach a copy of your Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License* to your bid submittal.**

* Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting Town as a reporting jurisdiction or current Town Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? Yes_____, No_____.

If yes, please provide details and documentation of the certification.

EXHIBIT D
TO
INVITATION FOR BIDS
FOR
2023-003 ROADWAY PAVEMENT MARKING PROJECT

[References]

See following page.

REFERENCES

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Contract Initiation Date: _____ Contract Expiration Date: _____
Project Description: _____
Contract Value: \$ _____ Annual Amount _____

Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Contract Initiation Date: _____ Contract Expiration Date: _____
Project Description: _____
Contract Value: \$ _____ Annual Amount _____

Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Contract Initiation Date: _____ Contract Expiration Date: _____
Project Description: _____
Contract Value: \$ _____ Annual Amount _____

EXHIBIT E
TO
INVITATION FOR BIDS
FOR
2023-003 ROADWAY PAVEMENT MARKING PROJECT

[Acknowledgment of Addenda received, if any]

See following page(s).

EXHIBIT F
TO
INVITATION FOR BIDS
FOR
2023-003 ROADWAY PAVEMENT MARKING PROJECT

[Work Orders]

See following pages (to be attached subsequent to execution).