



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. ST15-014**

1. Agenda Item Number:
22
2. Council Meeting Date:
February 12, 2015

TO: MAYOR & COUNCIL

3. Date Prepared: January 26, 2015

THROUGH: CITY MANAGER

4. Requesting Department:
Transportation & Development

5. SUBJECT: Agreement with Cholla Pavement Maintenance, Inc., for Tire Rubber Modified Surface Seal

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. ST5-745-3477, with Cholla Pavement Maintenance, Inc., for Tire Rubber Modified Surface Seal, in an amount not to exceed \$268,840 for one (1) year, with the option of four (4) one-year extensions.

7. BACKGROUND/DISCUSSION: Recycled Tire Rubber Modified Surface Seal (TRMSS) is a surface treatment that is used to maintain City streets. The City of Chandler and neighboring cities have used TRMSS with excellent results and success. By utilizing discarded tires in the asphalt sealant, the streets retain their appearance and longevity. By recycling this rubber material, we are maintaining our streets using a "green" technology. TRMSS seals smaller cracks and puts a thin layer of asphalt, tire rubber, and polymers on the pavement to protect the pavement from deterioration and helps to lengthen the life of the pavement. The City will use this street preservation technique on 45 lane miles of roadway. Informational door hangers are used to notify citizens and businesses when work is to be completed. City streets will not be closed, as only half a street will be sealed at a time.

8. EVALUATION: On November 14, 2014, City Staff issued an Invitation for Bid for Tire Rubber Modified Surface Seal. Notification was sent to all registered vendors. Five (5) responses were received as follows:

Cholla Pavement Maintenance, Inc.	\$268,840	Cactus Asphalt	\$360,250
Regional Pavement	\$270,785	Sunland Asphalt	Non Responsive
Southwest Slurry Seal	\$351,150		

Staff evaluated the bids received. The Sunland Asphalt bid was deemed non-responsive because the bid did not include the price sheet. Staff recommends contract award to Cholla Pavement Maintenance, Inc., as the lowest, responsive, responsible bidder.

9. FINANCIAL IMPLICATIONS:

Cost: \$268,840
Savings: N/A
Long Term Costs: N/A

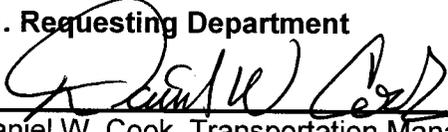
<u>Acct. No.:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
101.3300.6513.0000	General	Asphaltic Pavement	No	\$268,840

10. PROPOSED MOTION: Move City Council approve Agreement No. ST5-745-3477, with Cholla Pavement Maintenance, Inc., for Tire Rubber Modified Surface Seal, in an amount not to exceed \$268,840 for one (1) year, with the option of four (4) one-year extensions.

ATTACHMENTS: Agreement, Map

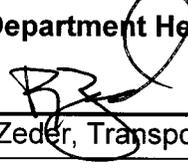
APPROVALS

11. Requesting Department



Daniel W. Cook, Transportation Manager

13. Department Head



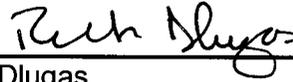
R.J. Zeder, Transportation & Development Director

12. Procurement Officer



Raquel McMahon, CPPB

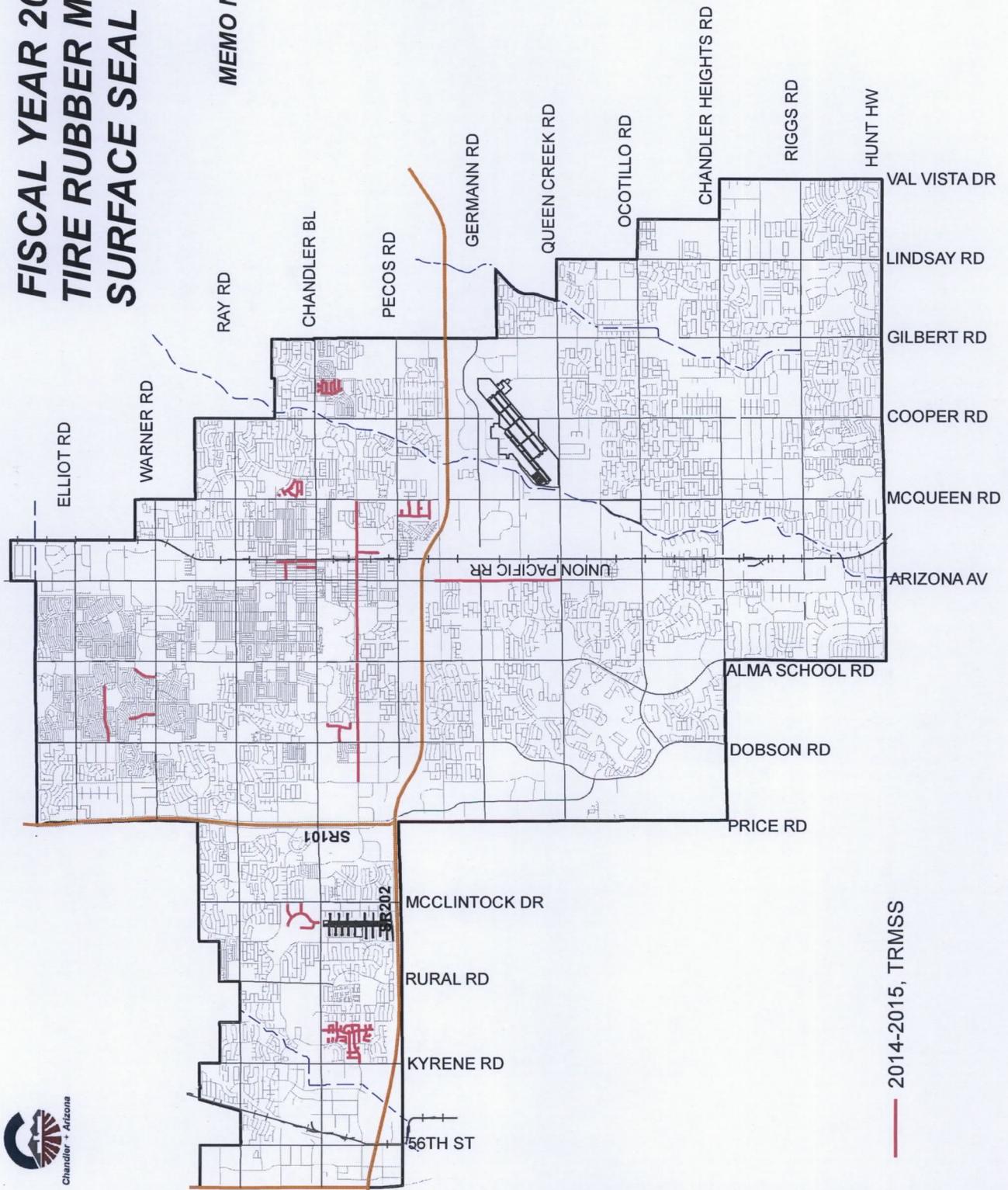
14. City Manager



Rich Dlugas

FISCAL YEAR 2014-2015 TIRE RUBBER MODIFIED SURFACE SEAL (TRMSS)

MEMO NO. ST15-014



— 2014-2015, TRMSS



**CITY OF CHANDLER SERVICES AGREEMENT
TIRE RUBBER MODIFIED SURFACE SEAL (TRMSS)
AGREEMENT NO.: ST5-745-3477**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **CHOLLA PAVEMENT MAINTENANCE, INC.**, a Corporation of the State of Arizona, 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 Streets Superintendent/designee (Contract Administrator), to provide the services required by this Agreement.
 - 1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
 - 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 Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.
- 2. SCOPE OF WORK:** CONTRACTOR shall provide Tire Rubber Modified Surface Seal services all as more specifically set forth in the Scope of Work, labeled Exhibit B, Pricing, Exhibit C, Bid Bond, Exhibit D1, Performance Bond, Exhibit D2, Payment Bond, Exhibit D3, Construction Detail, Exhibit E and Maps Exhibit F 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 City, 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 contract.
 - 2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.
 - 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** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration

- 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** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City 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 Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3** The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4** The City 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 City 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 Contract 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. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7** In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5. Warranties. One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 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 five years after the completion of the Contract.
- 3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent

- 4.1. Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.2.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 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 estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City 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 CITY, unless not required by law.
- 4.6. Price Adjustment (Annual—CPI).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a request for price adjustments in accordance with the current Consumer Price Index. CONTRACTOR must request all price adjustments in writing at least sixty (60) days prior to the renewal date.
- 4.7. Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY 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 Contract Amendment must be approved and executed by the Parties.
- 4.8. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
- 5. TERM:** The term of the Contract is **ONE (1) year**, commencing on the **FEBRUARY 13, 2015** and terminating on **FEBRUARY 22, 2016** unless sooner terminated in accordance with the provisions herein. Subject to mutual acceptance by the City and contractor, the contract may be extended for up to **FOUR (4)** additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
- 6. USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.1. **Emergency Purchases:** CITY 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. CITY'S CONTRACTUAL REMEDIES:

- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, 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 City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City 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 Contract for period(s) of days indicated by the City 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.
- 7.3. 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 Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

- 8.1. Termination for Convenience:** CITY 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 CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services 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:** City 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;
 - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, 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.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY 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 CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, 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 Contract 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 CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City 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. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. **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.
- 10.3. **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 including, as applicable, arbitrator fees; 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.

INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees 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 (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 City 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 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 in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

11. INSURANCE:

1. General.

- A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler 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 CITY. 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, subconsultants or sublicensees 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 City 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, sublicensees or subconsultants 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 City 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.

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 City of Chandler, the CONTRACTOR will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. 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 policy form equal to the GMP 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 City of Chandler, 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 City. The City 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 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. The CONTRACTOR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The CONTRACTOR will be responsible for any and all deductibles under these policies and the CONTRACTOR waives all rights of recovery and subrogation against the City under the CONTRACTOR-provided Builders' Risk-Installation insurance described above.
 4. 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 City, 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 City.
 - b. This insurance must include as named insureds, the City, the CONTRACTOR, SubContractors, Subconsultants 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 City 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 City. The City 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 City of Chandler, its officers, officials, agents and employees.
- e. The CONTRACTOR is responsible for payment of all deductibles under the Builders' Risk policy.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City 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 City, 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 City'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 City, 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 insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, 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 City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.
 - 8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City 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 CITY

Contract Sr. Street
 Administrator: Maintenance Coord.
 Contact: Al Fausto
 Mailing Address:
 Physical Address: 975 E. Armstrong Way
 City, State, Zip Chandler, AZ 85225
 Phone: 480-782-3505
 FAX: 480-782-3495

In the case of the CONTRACTOR

Firm Name: Cholla Pavement Maintenance, Inc.
 Contact: Dwayne Briggs
 Address: 5254 S. Warner Dr.
 City, State, Zip Apache Junction, AZ 85120
 Phone: 480-893-1044
 FAX: 480-893-1064
Kathie@chollapavement.com

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:

- 13.1. **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 City Council or any employee of the CITY 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 CITY.
- 13.2. **Kickback Termination.** CITY 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 CITY 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 CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 13.3. **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:

- 15.1. **Ownership.** All deliverables and/or other products of the Contract (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 Contract) shall be the sole, absolute and

exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

15.2. 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 CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

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

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

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

15.3. Entire Agreement. This Agreement, including all 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.

15.4. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

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

15.6. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, 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 City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

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

15.8. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their 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.

15.9. **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 hereunto subscribed their names to this ____ day of _____, 2015.

FOR THE CITY OF CHANDLER

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

FOR THE CONTRACTOR

By: Judy Briggs
Signature

ATTEST: If Corporation

John P. Allen
Secretary

SEAL

EXHIBIT A

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

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: Dwayne Briggs		
Name (as listed in the contract): Cholla Pavement Maintenance, Inc.		
Street Name and Number: 5254 S. Warner Dr.		
City: Apache Junction	State: AZ	Zip Code: 85120

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

GENERAL INFORMATION

Contractor shall provide Street Tire Rubber Modified Surface Seal services on an as needed basis.

Maps, Exhibit F, include potential work locations however these are subject to change based on Departmental needs.

GENERAL VENDOR 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 contract.

The Contractor, without additional expense to the City, 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 contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default 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 contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

TECHICAL SPECIFICATIONS

1. CONTRACTOR shall furnish all labor, material and equipment necessary to place material specified on streets designated by CITY. The CONTRACTOR shall be responsible for all traffic control in accordance with the City Barricade Manual and the Manual on Uniform Traffic Control Devices (MUTCD) or as directed by CONTRACT ADMINISTRATOR/designee. Immediately after application of material, the CONTRACTOR shall place "Bump" signs on both sides of speed humps with a lit vertical panel on the center of the speed hump before opening the street to traffic. The CONTRACTOR shall be responsible for obtaining all required permits (ADOT, Maricopa County, etc.) to accomplish the scope of work.
2. **STANDARD SPECIFICATIONS AND STANDARD DETAIL:** The CITY 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 CITY, which is herewith incorporated by reference and made a part hereof.

CITY is also operating under the latest revision of the 2012 edition of Standard Details as published by the Maricopa Association of Governments as amended by CITY.

3. **TIME OF APPLICATION AND WEATHER CONDITION:** TRMSS shall not be applied when the surface is wet or when there is a threat of rain. The ambient air temperature shall be at least 60°F and rising and the application shall cease when the air temperature is 65°F and falling.

TRMSS shall be applied only between the hours of 8:30 a.m. and 2:00 p.m. local Arizona time. All streets must be capable of being opened to traffic by 4:00 p.m. local Arizona time.

4. **INSPECTION:** CITY will perform inspection and shall require forty-eight (48) hour notice before the start of work. CONTRACTOR shall call the CONTRACT ADMINISTRATOR/designee at (480) 782-3500 prior to start of work. The CONTRACTOR shall provide weekly schedule to the CONTRACT ADMINISTRATOR/designee no later than the Wednesday prior to the work being performed the following week.
5. **NOTIFICATION OF PUBLIC:** CONTRACTOR shall notify each residence and business at least 48-hours in advance of work being done when his or her street is to be sprayed. This will provide adequate lead-time for residents to move vehicles from the streets. The notification shall be done in writing by the use of "door hangers" that have been approved by CONTRACT ADMINISTRATOR/designee. The door hangers shall be placed in a secure manner on the front door of each residence or business or, if not accessible, in a location where the owner will see and read it. The information shall be printed on some bright colored paper, which can be easily seen by the resident. Items to be included on door hangers shall be:

- Date of work to be done -
- Type of work – TRMSS Seal Coat
- Contractors Name -
- Contractor's phone number -
- No parking on street allowed for the next 24 hrs -
- Ask resident not to drive on fresh seal material -

Note: CONTRACTOR shall provide information on the notices to the residents as to how to remove TRMSS seal material from shoes, driveways or vehicles.

6. **MATERIAL:** The TRMSS shall meet the requirements of Table #1 attached. CONTRACTOR shall submit a certification from the manufacturer stating that the base emulsion being supplied meets the requirements of Table #1.

7. **PREPARATION OF PAVEMENT:** Pavement surface to be coated shall be sound, surface cured and clean in order for the TRMSS emulsion to perform properly.

Cleaned surface – CONTRACTOR shall clean the pavement to be free from clay, salt, sand, grease, dirt, and other foreign matter. It is imperative that the pavement be thoroughly cleaned. Cleaning shall be accomplished by means of power blowers, stiff bristle brooms, vacuum unit, or by pressure flushing. Only pick up type sweepers will be allowed, no sidekick brooms shall be used.

Deleterious matter - Accumulation of grease or oil shall be removed by scraping, burning or scrubbing with detergent (detergent shall be thoroughly rinsed from surface). Any areas where pavement is physically sound, yet oil has still soaked in shall be coated with a TRMSS oil spot primer to promote better adhesion and to prevent bleed through.

8. **APPLICATION OF MATERIALS:** CONTRACTOR shall apply sealer in one uniform coat utilizing a computer rate controlled asphalt spreader. Hand spray wands and squeegees may be used for small areas and trim.

Application rate – Application rate shall be 0.12 to 0.18 gallon per square yard or as directed by Contract Administrator/designee. Test sections prior to commencement of job shall determine actual coverage rate. CITY Contract Administrator/designee will determine the application rate on individual sections.

Outside temperature – CONTRACTOR shall apply the sealer when the ambient temperature is 60°F and rising with no threat of rain for an 8-hour period.

Drying time - Drying time for sealer shall normally be 2-hours before opening to traffic. Actual weather conditions will determine drying time and, in any case, avoid traffic until the surface is no longer tacky.

9. **POST APPLICATION:** After application of sealer, CONTRACTOR shall squeeze off depressions in the pavement that collect residual sealer and puddles to avoid a tacky, slow curing surface.

10. **PROTECTION TO ADJACENT PROPERTY:** CONTRACTOR shall take care to prevent the spraying of the TRMSS Seal Coat on adjacent pavement and that portion of the pavement being used for traffic, on structures, guard rails, guide posts, markers (all types), manhole and valve covers, trees, shrubs, and adjacent property, improvements and facilities of all kinds. The CONTRACTOR shall cover or protect Raised Pavement Markers (RPM), Manhole Covers, Survey Monuments, Water Valve Covers, Valley Gutters and Aprons from TRMSS spray and shall remove the protection or cover before opening the streets to traffic. CONTRACTOR shall be responsible for removing TRMSS sprayed on to the items mentioned above.

11. **PROTECTION OF TREATED SURFACE:** CONTRACTOR shall be responsible for providing adequate barricading and signing to protect both the motorized public and the treated surface. In the event of loss of striping, CONTRACTOR shall be responsible for temporary traffic control using vertical panels, reflective raised pavement markers or chip seal markers. The treated surface shall be protected by barricades and/or signs until the TRMSS Seal Coat will not be picked up by traffic. CONTRACTOR shall follow the CITY Barricade Manual in providing the required traffic control. In addition to the barricade manual, CONTRACTOR shall be required to set out some informational signs and/or electronic message boards. CITY Contract Administrator/designee will work with CONTRACTOR's crew leader in detailing the location for said signs. CONTRACTOR shall be required to furnish and place temporary "No Parking" signs along streets that allow residential or commercial parking. These signs shall be placed 24-hours in advance of the application of the TRMSS Seal. Only one half (1/2) of the street surface shall be sealed and closed at a time.

12. **ALTERNATE WORK - PARKING LOT RESURFACING:** Additional work may be added to this contract that involves the resealing of CITY owned parking lots. At the present time, quantities are not available. We are asking for a unit price complete for this work. The following information shall be considered by CONTRACTOR when calculating a unit price for this work.
- A. The material shall be the same as requested in the specification, TRMSS Seal Coat.
 - B. CITY will provide any and all Traffic Control needed, will provide all sweeping and cleaning needed in the parking lots and will be responsible for having all the vehicles removed. CONTRACTOR shall provide all labor, equipment, materials, bond, insurance and overhead in unit price given for this work.
13. **PAYMENT:** CONTRACTOR shall provide a copy of all material tickets before billing is accepted and paid by CITY.

TABLE #1

TIRE RUBBER MODIFIED SURFACE SEAL (TRMSS) for Preservative Sealing:

Tire Rubber Modified Surface Seal shall meet the requirements of Table 1 below:

TABLE 1 – TIRE RUBBER MODIFIED SURFACE SEAL (TRMSS)		
PROPERTY	TEST METHOD	REQUIREMENT
Viscosity, Krieb Unit (KU)	ASTM D 562	45 – 70 KU
Weight/Gallon	ASTM D2939.07	8.2 – 8.6 lbs/gallon
Residue by Evaporation %	ASTM D2939.08	30% min.
Sieve Analysis	ASTM D244	0.10 max.
Performance criteria Testing, Note (1)		
Wet Track Abrasion	ISSA (TB-100)	1% max., Note (2)
Accelerated Weathering Test	ASTM G 154	Pass, Note (3)
Fuel Resistant	ASTM D 2939.25	Pass
Asphalt Cement Certificate of Compliance. Note (4)		
Ground Whole Tire Rubber %	Certificate of compliance	10% min.
Penetration 77 F, 100g, 5 sec, dmm	ASTM D5	15 - 35
Softening Point, °F	ASTM D36	140 min.
Solubility % (3 set average)	ASTM D2042	98.5 min.

Note: (1) TRMSS, ready-to-use. Do not dilute.

Note: (2) Calculated weight loss, percentage of original Volume, 1 hour soak.

Note: (3) 1,000 hours. UVA-340 lamp, 0.77 W/m²(V1.0 calibration), 8 hours UV light @ 50°C, 5 min. spray, 3.55 hours condensation @ 50°C.

Note: (4) Ground whole tire rubber modified asphalt cement.

**EXHIBIT C
PRICING**

In compliance with your Invitation for Bid, CONTRACTOR hereby agrees to perform all work for TRMSS seal coat in strict accordance with the Agreement documents, within the time set forth therein, and at the prices stated below. CONTRACTOR shall be responsible for all taxes.

<u>DESCRIPTION</u>	<u>QUANTITY*</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE INCLUDING TAX</u>
Furnish and apply TRMSS	79,000 Gallons	\$ <u>2.96</u>	\$ <u>233,840.00</u>
Traffic Control	50 Days	\$ <u>500.00</u>	\$ <u>25,000.00</u>
CoC Uniformed Police Officer (Contractor to be paid the actual cost of hiring police officer)	N/A	N/A	\$10,000.00
Total			\$ <u>268,840.00</u>

Parking Lot Resurfacing (if required):

Unit Price per Square Yard \$.89 /sq yard
 Complete in Place – estimate of 5,000* square yards

Material Sources

- A. Source of Emulsified Asphalt Sealmaster
- B. Source of Oil na
- C. Refining Source of Asphalt Paramount Asphalt

* Quantities are estimates ONLY and are not guaranteed. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.

**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 "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the
amount of the bid of Principal, submitted by Principal to the Obligee 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:

TIRE RUBBER MODIFIED SURFACE SEAL - Various Locations; Agreement No. ST5-745-3477

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal shall enter into
a contract with the Obligee 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 Obligee the difference not to exceed the penalty of the bond between the amount
specified in the proposal and such larger amount for which the Obligee 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 _____, 2015.

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 City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, 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 City of Chandler, Dated the _____ day of _____, _____, for **TIRE RUBBER MODIFIED SURFACE SEAL - Various Locations; Agreement No. ST5-745-3477**, 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 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 _____, 2015.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

SURETY SEAL

AGENT ADDRESS

**EXHIBIT 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 City of Chandler, (hereinafter "Obligee") 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 City of Chandler, dated the _____ day of _____, 20____, for **TIRE RUBBER MODIFIED SURFACE SEAL - Various Locations; Agreement No. ST5-745-3477**, 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 _____, 2015.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

AGENT ADDRESS

SURETY SEAL

**EXHIBIT E
CONSTRUCTION SIGN DETAIL**

Construction signs required for work:

Whenever any work is being done in CITY streets, easements or right of way for which approval by CITY of a traffic control plan is required, the person or persons performing such work shall maintain at the site of such work at all times during which any such work is being done, signage meeting the requirements set forth below and providing information to the public as follows:

1. If the work will take one (1) week or longer to perform, such signage shall:
 - a. Be installed so that the bottom of the sign is at least seven (7) feet above grade, or as otherwise approved by CITY Transportation Engineer;
 - b. Be at least 3'x5' in size or large enough to contain all the information required below, whichever is larger;
 - c. Be placed in such positions that they can be read by traffic from each direction;
 - d. Be colored "construction orange" with black letters;
 - e. Have block letters at least 6" in height;
 - f. Contain the following information: the name of the CONTRACTOR for whom the work is being performed; the name of the CONTRACTOR actually performing the work; a general description of the work to be done; the time frame within which the work will be performed, i.e. the date work will commence and the date all work will be completed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be turned by such a representative of the CONTRACTOR within 24-hours.

2. If the work will take less than one (1) week to perform, such signage shall:
 - a) Be installed on temporary supports at an approved location;
 - b) Be placed in such positions that they can be read by traffic from each direction;
 - c) Be colored "construction orange" with black letters;
 - d) Have block letters at least 6" in height;
 - e) Contain the following information: the name of CONTRACTOR for whom the work is being performed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.

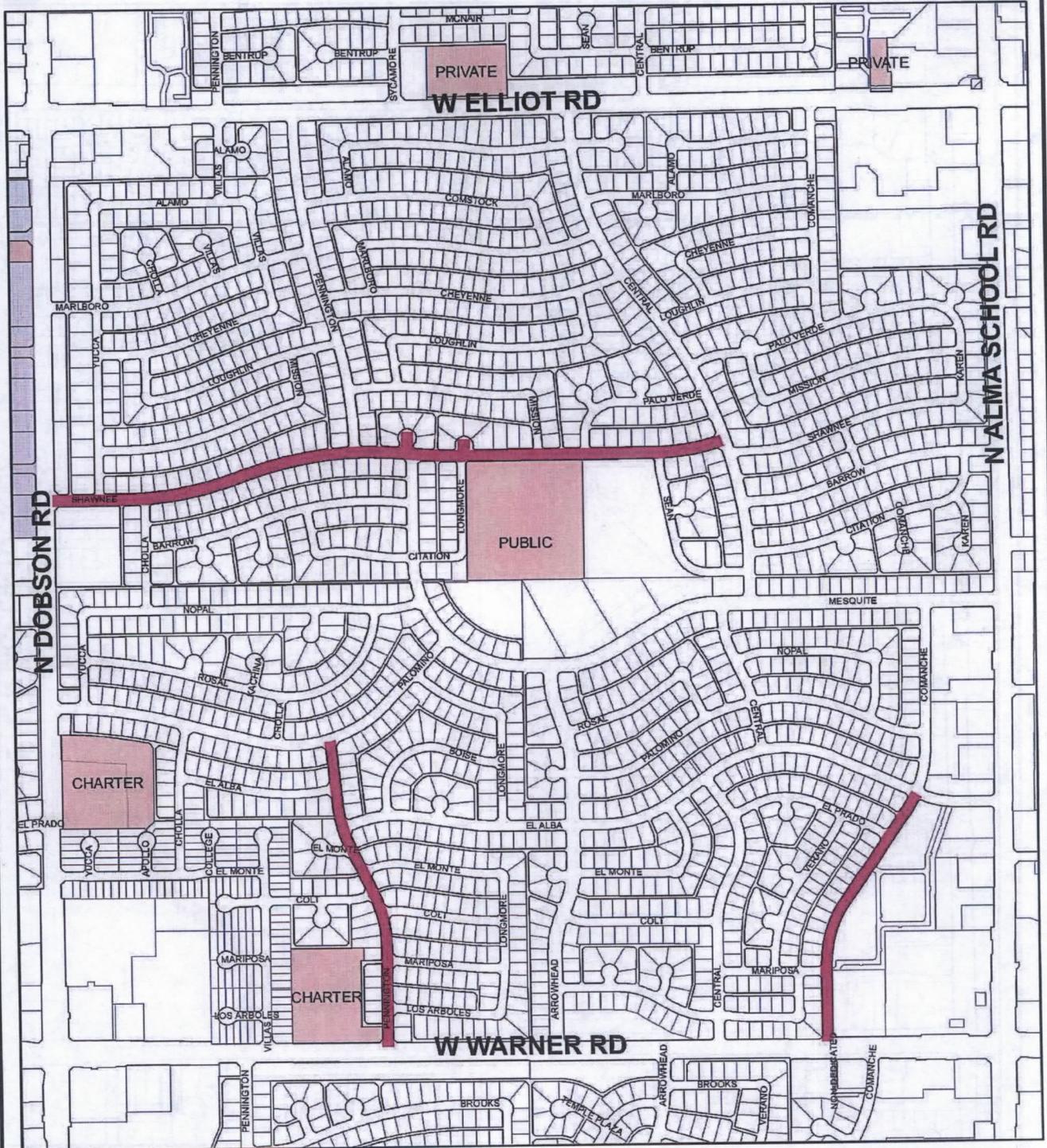
**DEVELOPER
CONTRACTOR
TRMSS SEAL COAT
1-1-15 TO 12-31-15
(480) 782-XXXX**

CONTRACTOR

(480) 782-XXXX



2014 / 2015 TRMSS SEAL



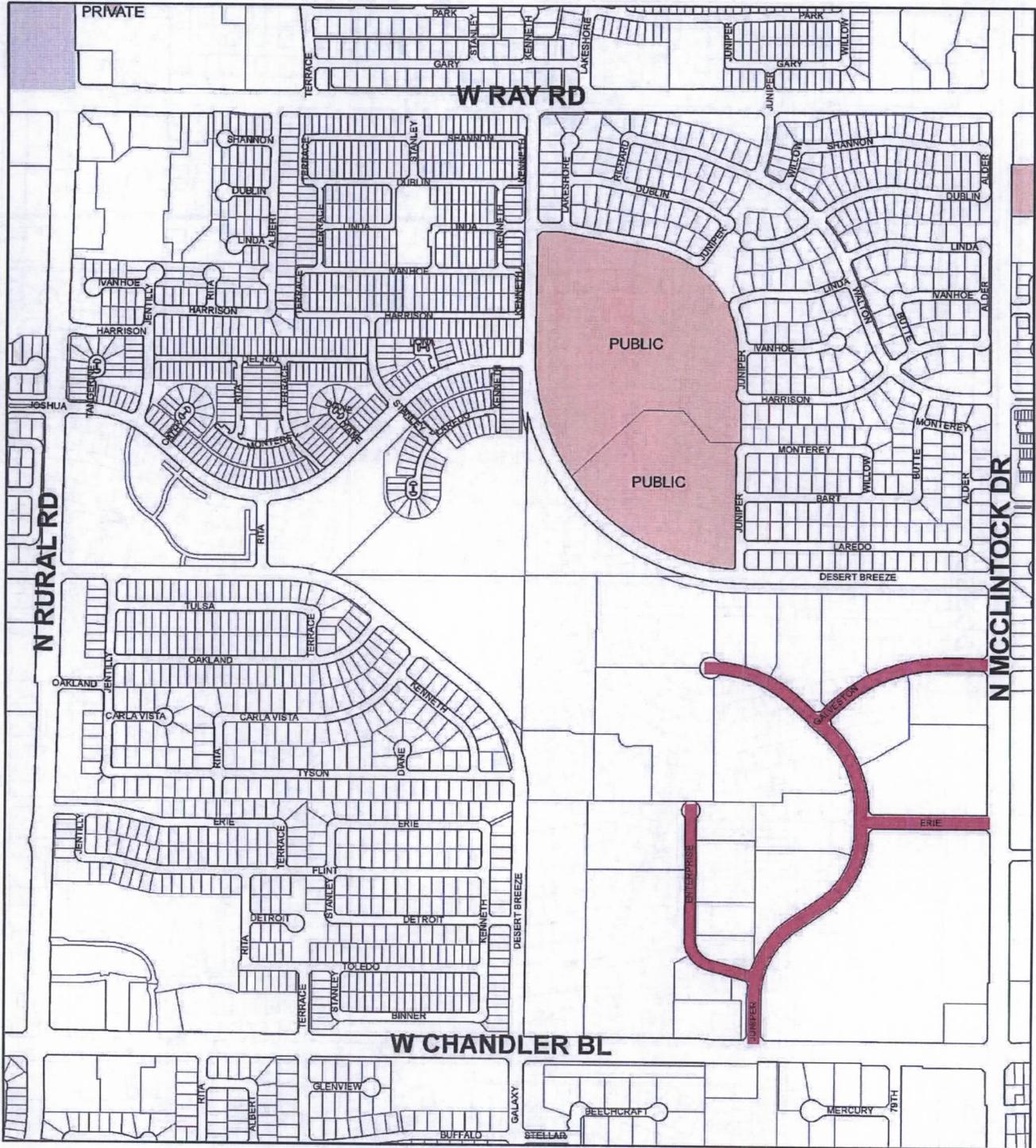
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- 2014/2015 TRMSS

FMA PAGE 06

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2014 / 2015 TRMSS SEAL

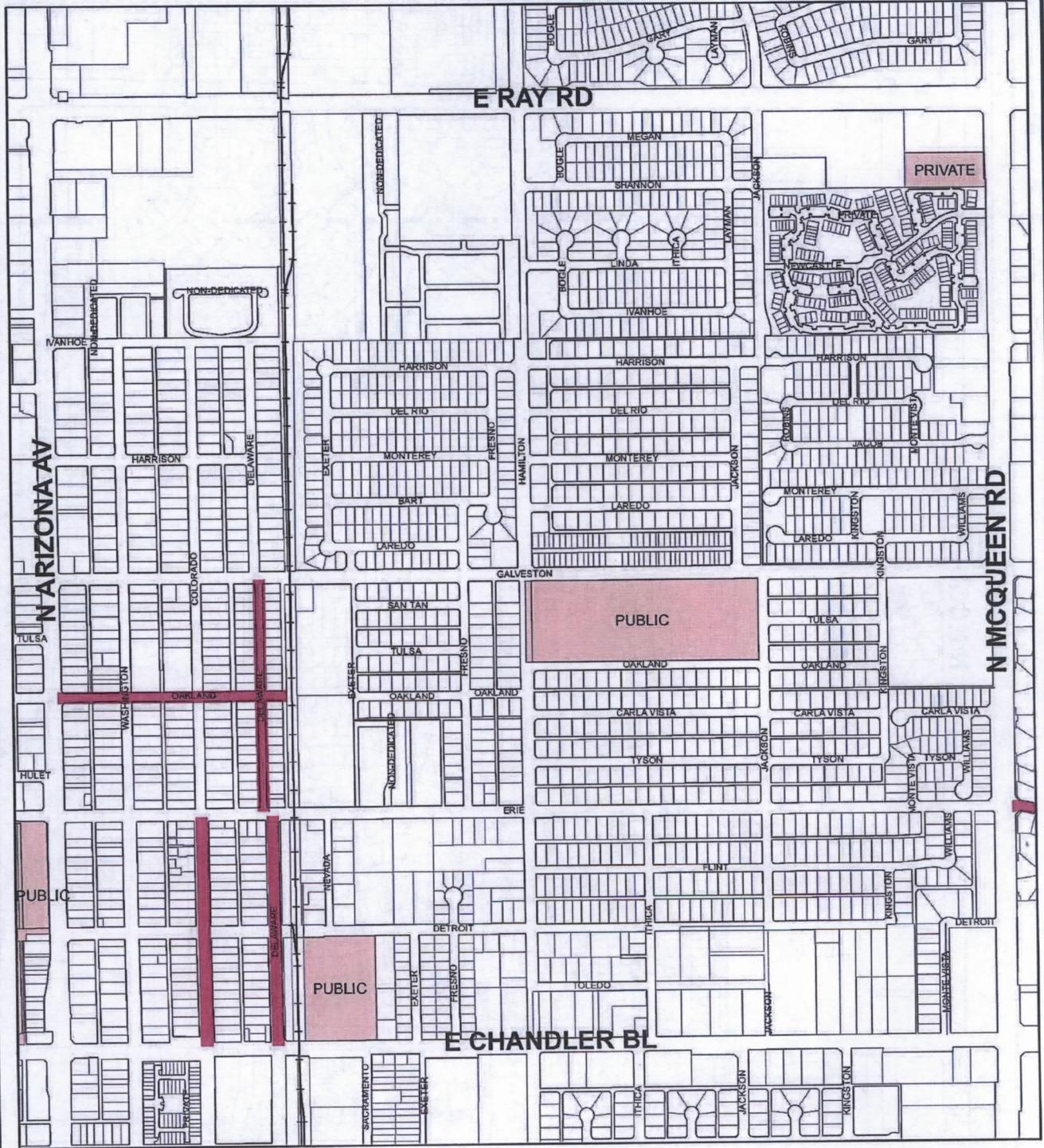


- SCHOOLS
- 2014/2015 TRMSS

FMA PAGE 22



2014 / 2015 TRMSS SEAL



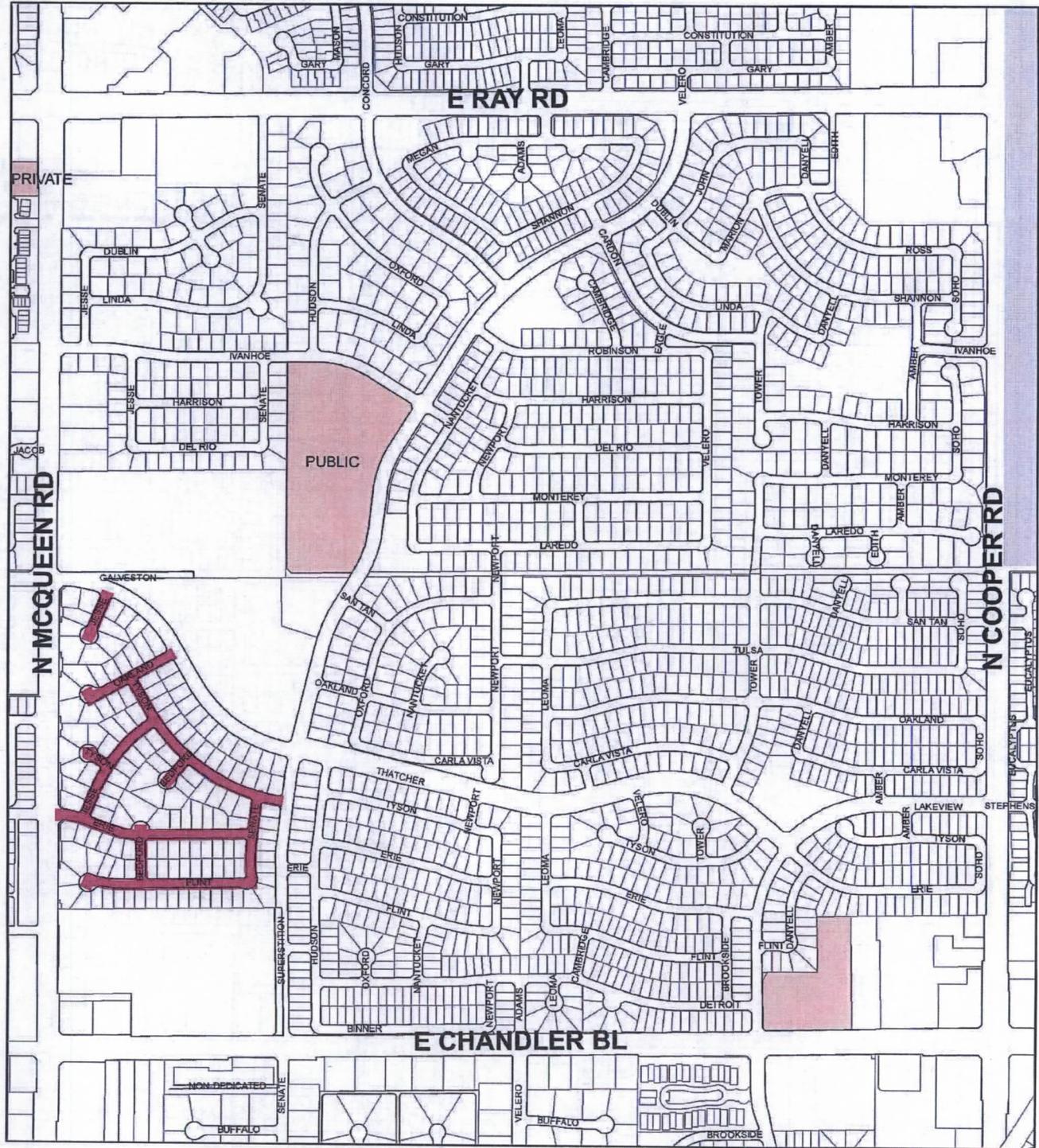
 SCHOOLS
 2014/2015 TRMSS

FMA PAGE 27

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2014 / 2015 TRMSS SEAL

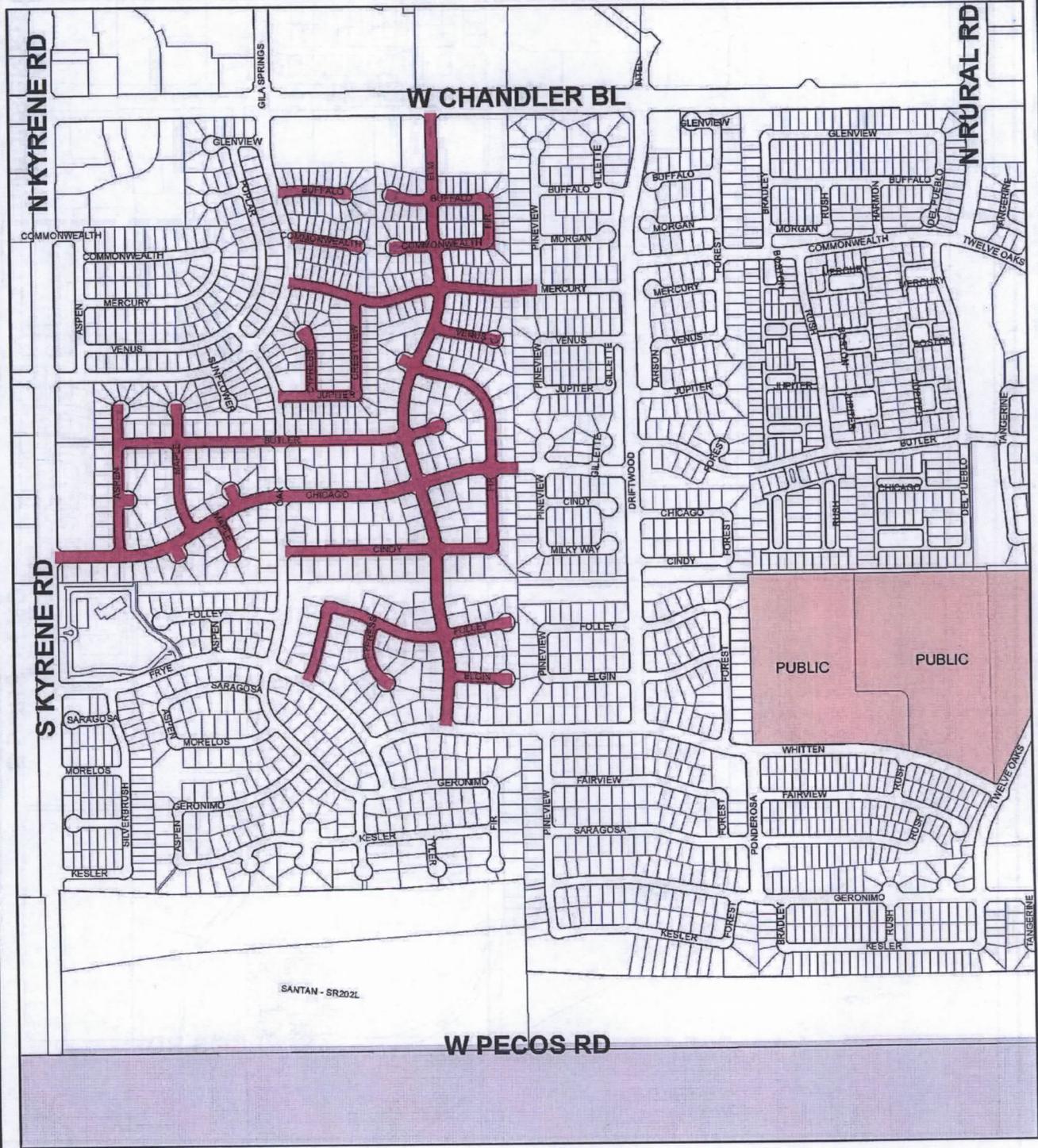


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- 2014/2015 TRMSS

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2014 / 2015 TRMSS SEAL

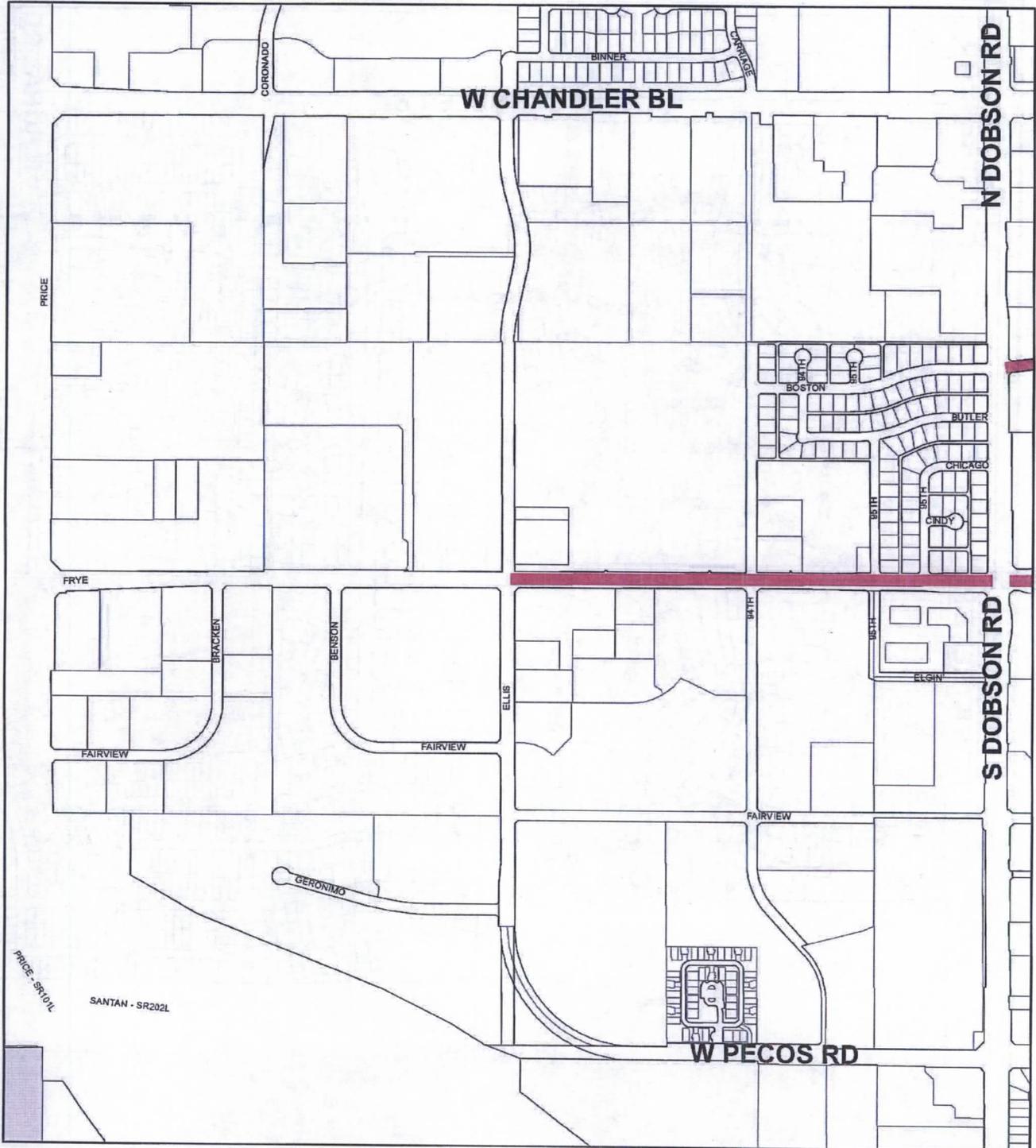


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- 2014/2015 TRMSS

FMA PAGE 32



2014 / 2015 TRMSS SEAL

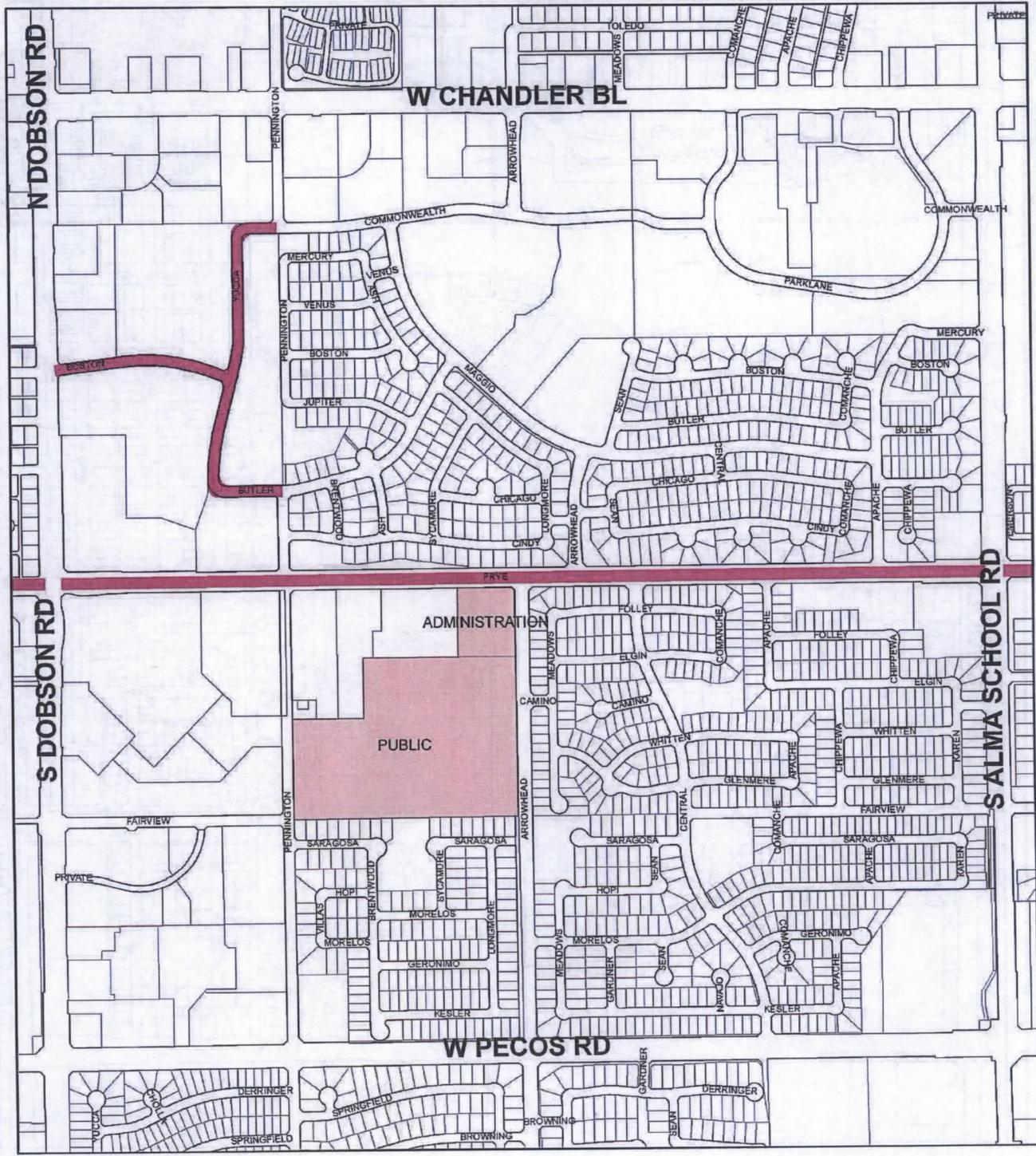


- SCHOOLS
- 2014/2015 TRMSS

FMA PAGE 35



2014 / 2015 TRMSS SEAL

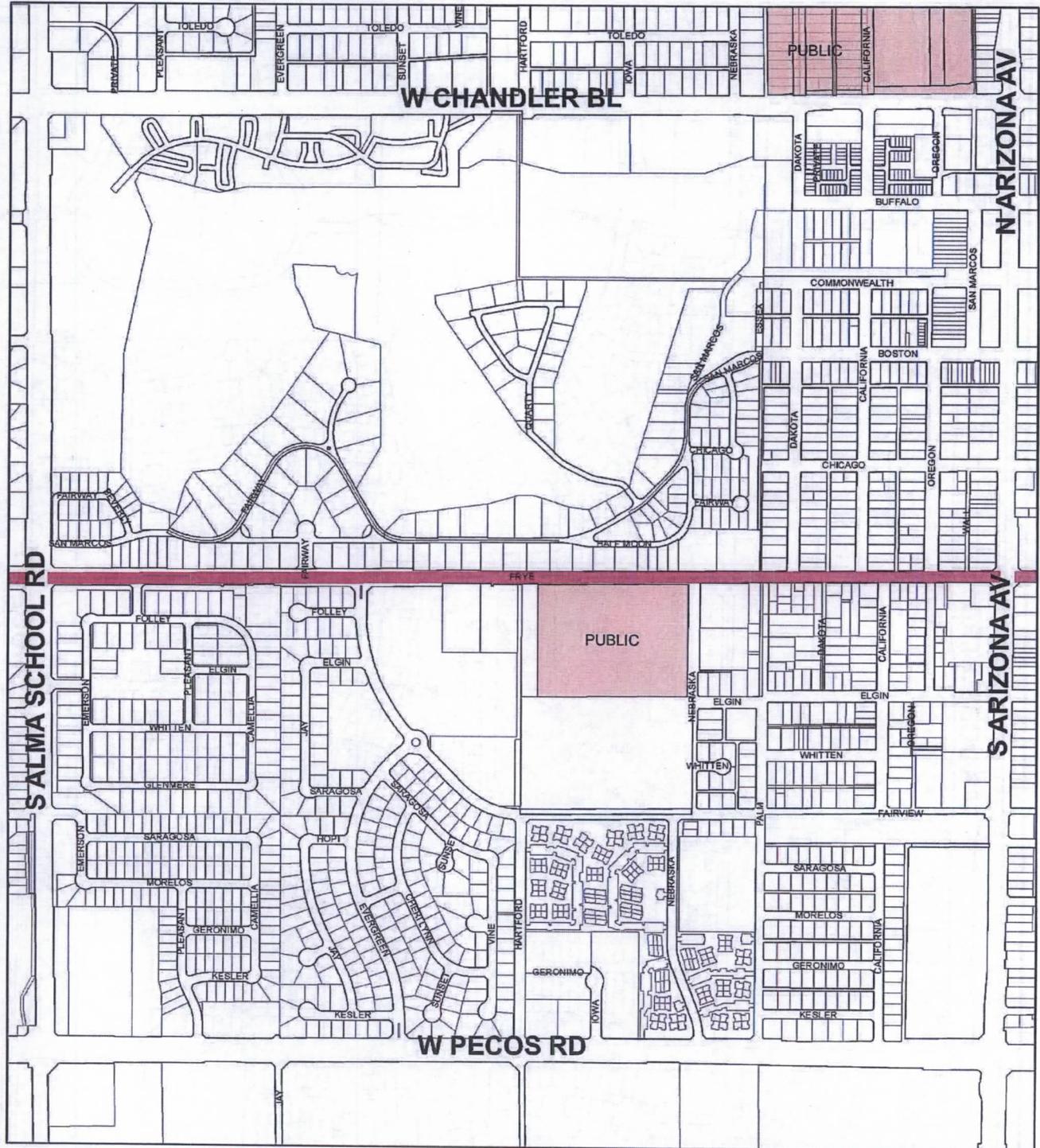


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- 2014/2015 TRMSS

FMA PAGE 36



2014 / 2015 TRMSS SEAL

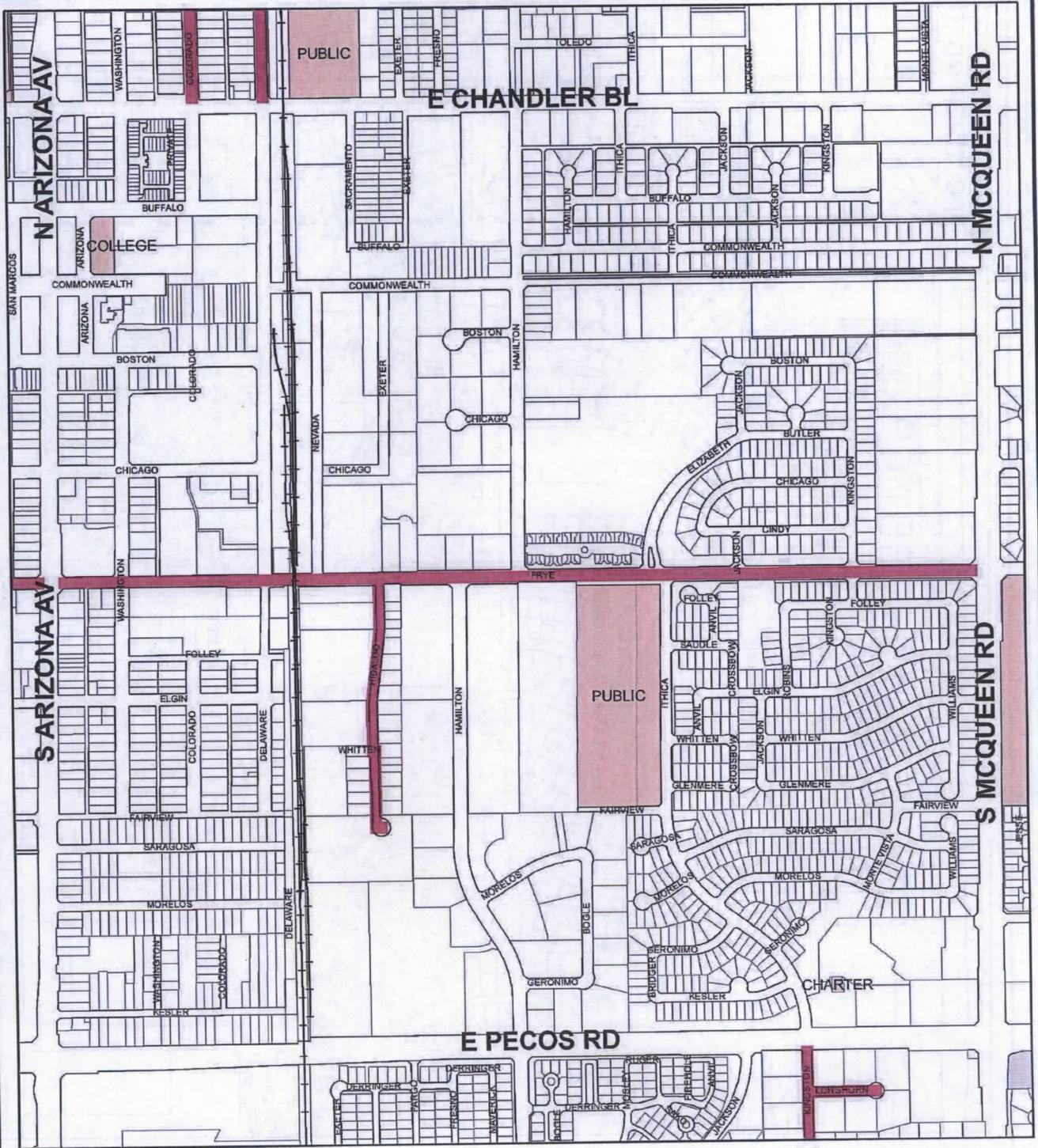


- SCHOOLS
- 2014/2015 TRMSS

FMA PAGE 37



2014 / 2015 TRMSS SEAL

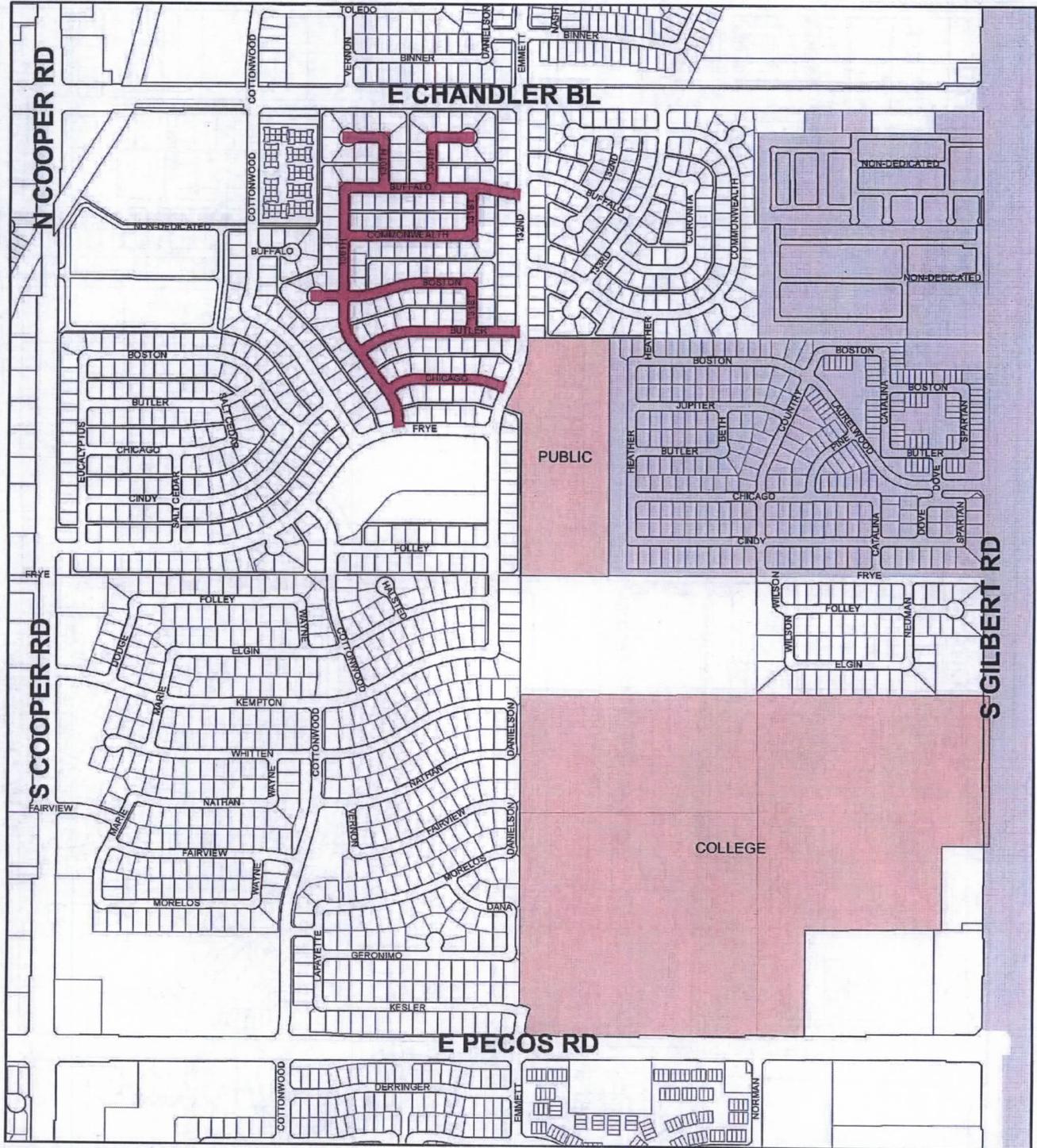


- SCHOOLS
- 2014/2015 TRMSS

FMA PAGE 38



2014 / 2015 TRMSS SEAL



- SCHOOLS
- 2014/2015 TRMSS

FMA PAGE 40