

**TOWN COUNCIL OF DEWEY-HUMBOLDT  
REGULAR MEETING NOTICE**

**Tuesday, August 16, 2016, 6:30 P.M.**

**COUNCIL REGULAR MEETING  
2735 S. HWY 69**

**COUNCIL CHAMBERS, TOWN HALL  
DEWEY-HUMBOLDT, ARIZONA**

## **AGENDA**

The issues that come before the Town Council are often challenging and potentially divisive. In order to make sure we benefit from the diverse views to be presented, the Council believes that the meeting be a safe place for people to speak. With this in mind, the Council asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. 38-431.03 (A) (3), which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. The Council meeting may be broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

**1. Call To Order.**

**2. Opening Ceremonies.**

**2.1. Pledge of Allegiance.**

**2.2. Invocation.**

**3. Roll Call.** Town Council Members Arlene Alen, Jack Hamilton, Mark McBrady, Dennis Repan, Nancy Wright; Vice Mayor Doug Treadway; and Mayor Terry Nolan.

**4. Announcements Regarding Current Events, Guests, Appointments, and Proclamations.**

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action.

**5. Town Manager's Report.** Update on Current Events. No legal actions can be taken. Council may ask town staff to review an operational matter at this time, or may ask that a matter be put on a future agenda for actions or further discussion. Possible matters and projects are related to Town general administration, Finance, Public Works, Community Development.

**5.1. Public Safety Quarterly Report – 2<sup>nd</sup> Quarter 2016.**

**5.1.1. Yavapai County Sheriff's Office report presented by Lt. Raiss.** Topics for possible discussion include: Overview - Self-Initiated, Calls for Service, Traffic Stops including number of citations, Arrests (Family Fight, Disorderly, DUI/Drugs); Criminal Investigation; Animal Control - Calls for Service; Calls for Service Comparison-Days of Week, Time of Day; Average Response Times; Part 1 Crimes Comparison.

**5.1.2. Central Yavapai Fire District report presented by Rick Chase.** Topics for possible discussion include: calls responded; outreach programs and services, construction permitting.

**5.1.3. Magistrate Court report presented by Judge Catherine Kelley.** Topics for possible discussion include: citations, procedures, services.

**6. Consent Agenda.**

7. **Comments from the Public (on non-agendized items only)**. The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. At the conclusion of Comments from the Public, Council members may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Council members are forbidden by law from discussing or taking legal action on matters raised during the Comments from the Public unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit may be imposed. The audience is asked to please be courteous and silent while others are speaking.

8. **Discussion Agenda – Unfinished Business**. Discussion and Possible Action on any issue which was not concluded, was postponed, or was tabled during a prior meeting.

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8.1. **Accountability contract with Mayer Meals on Wheels for Town’s contribution in FY 16-17.** Discussion and possible action. (staff recommending approval)

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8.2. **Council Letter to Senator McCain responding to the recent correspondence dated June 16, 2016, from the Environmental Protection Agency concerning Dewey-Humboldt Superfund sites.** [Directed at the August 9 meeting]

8.3. **Right of Way Abandonment legal requirements and possible procedures.** [Directed at the August 9 meeting]

8.4. **Bank building acquisition and use of the building. Continued discussion of possible action regarding acquisition of Museum Building property located at 12925 E. Main St.** (Continued from June 7, 2016 and July 19, 2016 meetings. CAARF’s requested by Mayor Nolan and CM Alen)

8.4.1. **Recess into and hold an Executive Session** pursuant to A.R.S. Section 38-431.03 (A)(7) for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase of real property located at 12925 E. Main Street, Dewey-Humboldt (APN 402-10-018) and regarding possible lease of that real property.

8.4.2. **Reconvene into Open Session.**

9. **Discussion Agenda – New Business**. Discussion and Possible Action on matters not previously presented to the Council.

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9.1. **2016 Fall Pavement Preservation bid award.** Possible contract award, rejection, or modification to a contractor.

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9.2. **Town Clean-up Program Details and Vendor Selection Ratification**

**10. Public Hearing Agenda.**

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**THIS CONCLUDES THE LEGAL ACTION PORTION OF THE AGENDA.**

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**11. Adjourn.**

**For Your Information:**

Next Town Council Meeting: Tuesday, September 6, 2016, at 6:30 p.m.

Next Planning & Zoning Meeting: September 8, 2016, at 6:00 p.m.

Next Town Council Work Session: Tuesday, September 13, 2016, at 2:00 p.m.

If you would like to receive Town Council agendas via email, please sign up at [AgendaList@dhaz.gov](mailto:AgendaList@dhaz.gov) and type Subscribe in the subject line, or call 928-632-7362 and speak with Judy Morgan, Town Clerk.

**Certification of Posting**

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the \_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_ p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.  
By: \_\_\_\_\_, Town Clerk's Office.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at 632-7362 at least 24 hours in advance of the meeting.

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## Agenda Item 8.1

### ACCOUNTABILITY CONTRACT

This Agreement is entered into the 17 day of July, 2016 by and between the Town of Dewey-Humboldt, Arizona, an Arizona municipal corporation (hereinafter referred to as "Dewey-Humboldt") and Mayer Meals on Wheels (hereinafter referred to as "Contractor").

It is the finding of the Dewey-Humboldt Town Council that Contractor is offering services that benefit the Dewey-Humboldt community and Mayer Meals on Wheels should receive public funds in support of its facility, services and operations.

Now, therefore, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. **DURATION OF AGREEMENT:** The duration of the Agreement shall be from July 1, 2016 until June 30, 2017.
2. **SCOPE OF WORK:** Contractor agrees to use funds received from Dewey-Humboldt to provide Mayer Meals on Wheels ("Services"), meeting the criteria set forth in **Exhibit A** of this Agreement. Contractor also agrees to maintain accurate financial records to enable Dewey-Humboldt to verify that the funds provided under this Agreement are expended in accordance with this Contract. Contractor shall be responsible for compliance with all applicable federal, state and local laws and regulations.
3. **COMPENSATION:** Dewey-Humboldt shall compensate Contractor for the Services in the amount of \$4000. Such funds shall only be used for the purposes set forth in **Exhibit A**.
4. **REPORTING:** At the completion of the Services, Contractor shall submit to Dewey-Humboldt an itemized report setting forth how the funds received from Dewey-Humboldt were expended. Such reports will be presented before the Town Council twice a year tentatively scheduled for an October 2016 council meeting and an April 2017 meeting.
5. **INSPECTION:** Within five (5) days of receipt of a written request from Dewey-Humboldt, Contractor agrees to open for inspection and to make available all financial records relating to the Services.
6. **CONTRACT NONCOMPLIANCE:** If Dewey-Humboldt, in its sole discretion, determines Contractor is in breach of this Agreement, Dewey-Humboldt shall give written notice to Contractor of the specific area of noncompliance. Contractor shall comply within 30 calendar days of the date of notice.
7. **TERMINATION FOR CAUSE:** If Contractor does not comply within 30 calendar days from the date of the notice of breach, Dewey-Humboldt may terminate this Agreement.

Contractor shall immediately return to Dewey-Humboldt all funds not spent for the services described in **Exhibit A**.

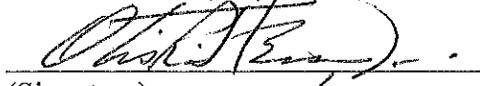
8. TERMINATION PURSUANT TO A.R.S. § 38-511: Dewey-Humboldt may terminate this Agreement pursuant to A.R.S. § 38-511.
9. INDEMNIFICATION: Contractor agrees to hold harmless and indemnify Dewey-Humboldt from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Dewey-Humboldt, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.
10. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and not an agent or employee of Dewey-Humboldt. Contractor shall supervise and direct the Services using Contractor's best skill and attention. Contractor shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Contractor shall be responsible to its employees, volunteers, Dewey-Humboldt employees and other persons performing any services related to the Services as set forth in this Agreement.
11. ENTIRE AGREEMENT; AMENDMENTS: This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.
12. ASSIGNMENT PROHIBITED: Contractor shall not assign any rights acquired hereby, without first obtaining the written consent of Dewey-Humboldt.
13. INSURANCE: Contractor agrees that it will carry the following insurance coverage during the term of this Agreement:  
  
General Liability Insurance: \$1,000,000.00 per occurrence.  
  
Contractor shall submit certificates of insurance acceptable to Dewey-Humboldt and warrants that such coverage(s) shall be maintained in full force and effect until Contractor is released from this Contract. Further, Dewey-Humboldt shall be named as an additional insured with respect to the services to be performed under this Contract.
14. NO DISCRIMINATION: Neither Contractor nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.
15. SUDAN AND IRAN: Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06 and further acknowledge that any subcontractor who is contracted by Contractor to perform

work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

16. **IMMIGRATION LAW WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
17. **NOTICES:** All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names,

For Contractor (Mayer Meals on Wheels)



(Signature)

President.

Title

7/9/2016

For Dewey-Humboldt

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Approved as to Form:

\_\_\_\_\_  
By: Gus Rosenfeld PLC/ Town  
Attorneys

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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-7362 ▪ Fax 928-632-7365**

Agenda Item 8.2

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August 16, 2016

The Honorable John McCain  
United States Senate  
2201 East Camelback Road  
Suite 115  
Phoenix, AZ 85016

Dear Senator McCain:

Thank you for contacting the Environmental Protection Agency (EPA) Administrator on our behalf. Your office has provided the Town with a copy of the EPA response dated June 16, 2016. We, the Dewey-Humboldt Council, have reviewed and discussed the letter.

We remain extremely frustrated with the lack of progress and the EPA's continuous delay in providing a deliverable clean-up result. We once again appeal to you for assistance obtaining these actions from the EPA:

Resume the quarterly Council presentation. Ten years ago when the Superfund clean-up process initially began, EPA provided a quarterly update before the Town Council. Their visits to Town Council have become very few and far between in the recent years. The last time we received a Council presentation from the EPA was on April 21, 2015.

Cap the Iron King Site to conceal any present and future contamination as indicated in the enclosed map. For the last 10 years, the Community has been repeatedly told by EPA about one soil sampling after another, as well as one planned evaluation after another. Ten years later, samplings and evaluations remain a continuous theme according to the EPA. The Community has not seen visible results of any contamination containment of the Iron King Site nor the Smelter site. Instead of wasting more time, effort and money on endless samplings and evaluations, we, the Town Council, believe capping the Iron King Site would provide the necessary resolution.

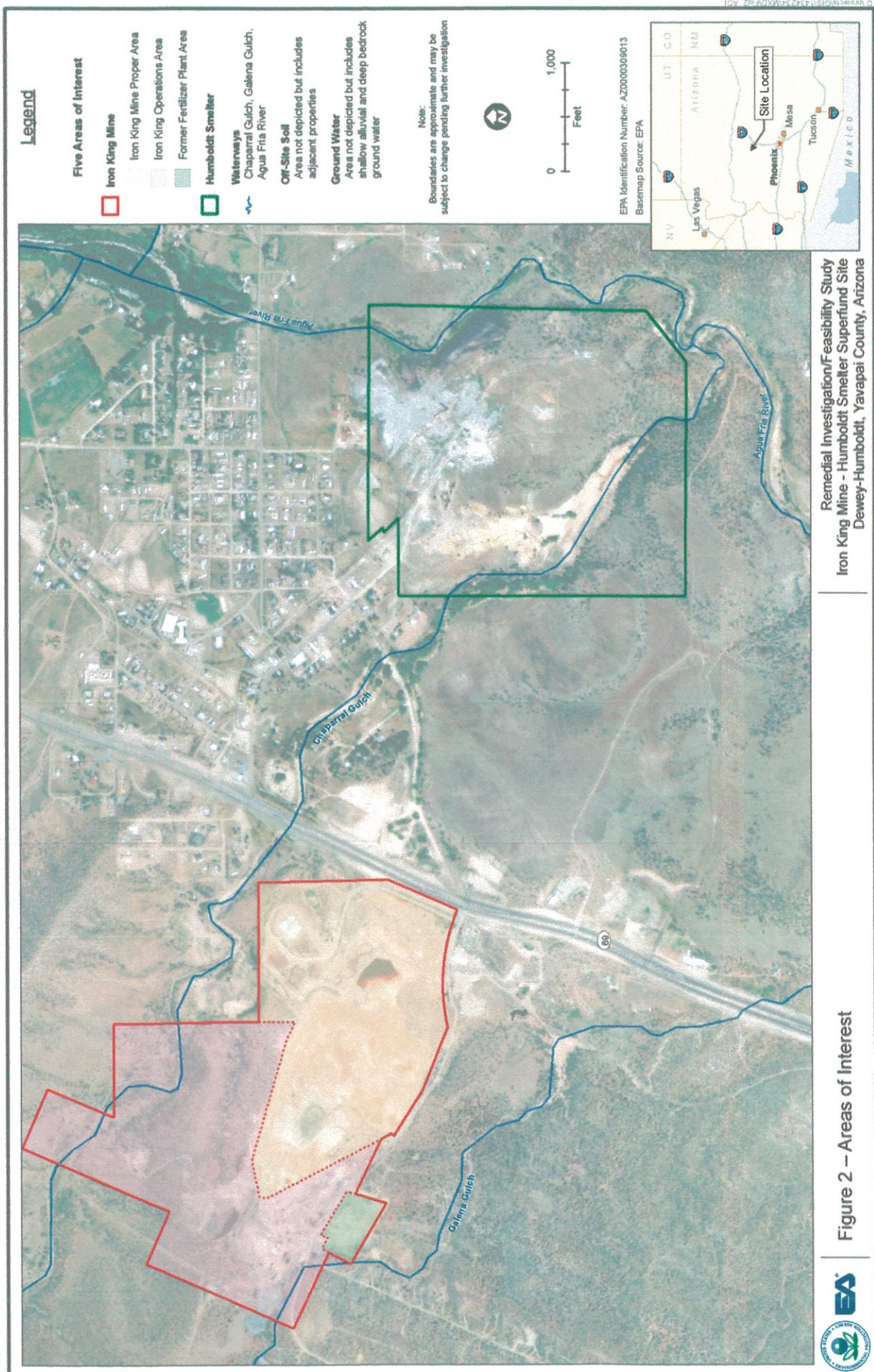
Once again, we are grateful for your representation of our issues. We want our community to be healthy with revived economic development. With your continued support, we believe that the clean-up process of our Superfund site clean-up could be accomplished quickly.

Respectfully,

Dewey-Humboldt Town Council

Terry Nolan, Mayor  
Doug Treadway, Vice Mayor  
Arlene Alen, Council Member  
Mark McBrady, Council Member  
Jack Hamilton, Council member  
Dennis Repan, Council Member  
Nancy Wright, Council Member

cc: Senator Jeff Flake  
Representative Paul Gosar



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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-8562 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR MEETING**  
**August 16, 2016 - 6:00 pm Town Council Meeting Chambers**

**Agenda Item #9.1**

**To:** Mayor and Council Members  
**From:** Yvonne Kimball, Town Manager  
Ed Hanks, Public Works Supervisor

**Date submitted:** August 9, 2016

**Recommendation: Staff recommends Earth Resources Corporation be awarded the 2016 Pavement Preservation Contract for a contract total of \$71,990.25.**  
Discussion and possible action.

**Summary:**

The 2016 Pavement Preservation Project was advertised and had the bid opening on August 9, 2016. We received two bids from contractors for this project. After reviewing the bids, Earth Resources Corporation was the lowest responsible bidder at a Total bid of \$71990.25.

This amount is under the combined budgeted amount of \$85,000.00 (\$44,000.00 Annual Work and \$41,000.00 Onetime addition)

Attached is the Bid Tabulation with both companies bid break-downs.

**Attachments:** bid tabulation and contract document.

A	B	C	D	E	F	G	H
Item No.	Description	Quantity	Units	Earth Resources Unit Price	Earth Resources Total	Sunland Asphalt Unit Price	Sunland Asphalt Total
1	Mobilization	1	LS	\$ 750.00	\$ 750.00	\$ 9,333.50	\$ 9,333.50
3	Allowance for Extra work	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	Crack Seal Applied Per Mag Section 337	2500lbs	LS	\$ 6,350.00	\$ 6,350.00	\$ 4,747.40	\$ 4,747.40
5	Traffic Control	1	LS	\$ 9,244.00	\$ 9,244.00	\$ 26,400.10	\$ 26,400.10
6	Prepare road surface/Hot Patch	40	Ton	\$ 305.00	\$ 12,200.00	\$ 314.00	\$ 12,560.00
7	Fog Seal Per Mag Section 333 using CQS-1h 50/50 - .10 Application Rate	159664	Sy	\$ 0.20	\$ 31,932.80	\$ 0.27	\$ 43,109.28
8	Double Yellow Centerline stripe	43423	LF	\$ 0.15	\$ 6,513.45	\$ -	\$ 6,209.68
9	<b>Bid Total</b>				<b>\$ 71,990.25</b>		<b>\$ 107,359.96</b>
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**TOWN OF DEWEY-HUMBOLDT**  
2016 Pavement Preservation



**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**

**PREPARED BY  
TOWN OF DEWEY-HUMBOLDT  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329**

**September 2016**

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## ADVERTISEMENT FOR BIDS

Town of Dewey-Humboldt will be accepting bids from eligible bidders for the following activity:  
Dewey-Humboldt 2016 Pavement Preservation  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

### ACTIVITY DESCRIPTION:

Work includes a preservative pavement seal of approximately 12.41 miles of 18-24' wide roadway. Work also includes placing approximately 40 tons of hot patch repair and 2500 pounds Crack Seal per specifications in preparation of sealant.

Plans and specifications may be obtained at the following location:

TOWN OF DEWEY-HUMBOLDT  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

Bona-fide licensed general contractors may secure copies of the proposed Bid Documents from the above, on the following basis:

1. PLANS AND SPECIFICATIONS DEPOSIT of \$0.00 for one (1) set for each prime bidder. PARTIAL SETS are *not* available. Please call 928-632-7362, Ed Hanks, Public Works Supervisor, for questions.

**Sealed bids will be accepted Monday August 8, 2016 until 2:00 p.m.** by the

Dewey-Humboldt Town Clerk  
2735 South Highway 69, Suite 12  
Dewey-Humboldt, Arizona 86329

Bids will then be publicly opened immediately after the stated time.

**A mandatory pre-bid conference will be held on Monday, August 1, 2016 at 2:00 p.m. at the Dewey-Humboldt Town Hall, 2735 S. Highway 69, Suite 12 Humboldt, AZ.**

Each bid must be accompanied by a bond or certified check in the amount of ten percent (10%) of the bid, made payable to **TOWN OF DEWEY-HUMBOLDT**, as guarantee that if the work is awarded to the bidder, he will, within ten days from the date of such award, enter into proper CONTRACT and bond condition for the faithful performance of the work, otherwise said amount will be forfeited to said TOWN OF DEWEY-HUMBOLDT as liquidated damages. Such check or bid bond will be returned to the respective unsuccessful bidders upon the award of the contract to the successful bidder and will be returned to the successful bidder upon the execution and delivery of the satisfactory surety company bonds and construction contract.

Bidders will be requested to supply the following information on the bidders' list: the name of the company, current address, telephone, and fax phone number. Neither the Engineer nor the Town will be responsible for non-receipt of addenda due to incorrect or missing information on the plan holders list.

TOWN OF DEWEY-HUMBOLDT will endeavor to insure in every way possible that disadvantaged/minority/women-owned business enterprises plus Section 3 qualified businesses shall have every opportunity to participate in providing professional services, goods and construction contracts without being discriminated against on the grounds of race, religion, sex age or natural origin.

**PROPOSAL**  
**TOWN OF DEWEY-HUMBOLDT, ARIZONA**  
**PUBLIC WORKS DEPARTMENT**

PROPOSAL to the Town of DEWEY-HUMBOLDT.

In compliance with the Advertisement for Bids, by the Town Engineer, the undersigned Bidder:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details for Public Works Construction Sponsored and Distributed by the Maricopa Association of Governments except as otherwise required by the Project Plans and Specifications.

Understands that this proposal shall be submitted with a proposal guarantee in the form of a certified check, cashier's check or surety bond for ten (10) per cent of the amount bid.

Is willing and able to certify, as required by A.R.S. § 35-393 that the bidder is not currently engaged in and, for the duration of the contract will not engage in, a boycott of Israel as that term is defined in A.R.S. § 35-393.

Agrees that upon receipts of Notice of Award, from the Town, he will execute the contract documents.

Work shall be completed within **30** business days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment. The Contractor shall acknowledge that due to seasonal change he may be restricted from beginning work until weather and temperatures allow for oil placement. Contract times will be extended around weather limitations.

The Bidder hereby acknowledges receipt of and agrees his proposal on the following Addenda.

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**NOTICE TO ALL BIDDERS:**

**Town of Dewey-Humboldt is an equal opportunity employer.**

**SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, (hereinafter called the Principal), and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ as Oblige, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the \_\_\_\_\_ of \_\_\_\_\_ for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes.

WHEREAS, the said Principal is herewith submitting its proposal for Dewey-Humboldt 2016 Pavement Preservation Project.

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_, County of \_\_\_\_\_, and State of Arizona, hereinafter designated the CONTRACTOR, and the Town of DEWEY-HUMBOLDT, a municipal corporation, organized and existing under and by virtue of the State of Arizona, hereinafter designated the TOWN.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the Town, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for itself, its successors, and assigns as follows:

ARTICLE I—SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Dewey-Humboldt 2016 Pavement Preservation Project** and to completely and totally construct the same and install the material therein for the Town, in a good and workmanlike and substantial manner and to the satisfaction of the Town through its Engineers and under the direction and supervision of the Town Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications, and with such modifications of the same and other documents that may be made by the Town through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II—CONTRACT DOCUMENTS: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III—TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

ARTICLE IV—PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Town, through its Engineer, and to his satisfaction, the Town agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payment within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE V—COMPLIANCE WITH FEDERAL AND STATE LAWS: The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the Town.

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

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither the Contractor nor any of its Subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article V 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.

Contractor hereby certifies that it is not currently engaged in and, for the duration of the contract will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

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

IN WITNESS WHEREOF, four (4) identical counterparts of this contract each of which shall be for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of indicated amount(s), as bid in the Proposal.

ATTEST:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
(CONTRACTOR)  
By \_\_\_\_\_  
Name and Title

WITNESS: If Contractor is an Individual

(Corporate Seal)

ATTEST:

Town of DEWEY-HUMBOLDT

---

Judy Morgan, Town Clerk

---

Terry Nolan, Mayor

APPROVED AS TO FORM:

---

Susan D. Goodwin, Town Attorney

**CONTRACT 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 Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of \_\_\_\_\_, (hereinafter called the Surety) as Surety, are held firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Obligee), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), 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 Obligee dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ which contract is hereby referred to and made a part of hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENCY OF RECORD

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
AGENCY ADDRESS

By \_\_\_\_\_

**LABOR AND MATERIALS PAYMENT BOND**

**STATUTORY PAYMENT BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the Town/City of \_\_\_\_\_, (hereinafter called the Surety) as Surety, are held firmly bound unto the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Obligee), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), 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 Obligee dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct Project 2015 Pavement Preservation which contract is hereby referred to and made a part of hereof as fully and to the same extent as if copied 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 the contract, this obligation is void, otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENCY OF RECORD

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
AGENCY ADDRESS

By \_\_\_\_\_



C. All owned, hired or non-owned automotive equipment used in connection with the insured operation.

---

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the Town of Dewey-Humboldt.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the project has been accepted by the Town of Dewey-Humboldt. **(If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the Town of Dewey-Humboldt not less than five days prior to expiration date.)**

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date \_\_\_\_\_ Countersigned by \_\_\_\_\_

\_\_\_\_\_  
Signature



## TECHNICAL SPECIFICATIONS

The latest version of the Uniform Standard Specifications for Public Works construction sponsored and distributed by the Maricopa Association of Governments (MAG Specifications) are applicable to this project.

These Technical Specifications amend or supplement the latest version of the MAG Specifications and other provisions of the contract documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

If a section of the MAG Specifications is deleted in these Technical Specifications, all other references to that section are subsequently deleted.

### **PART TS - 100                    GENERAL CONDITIONS**

**TS-102                    Bidding Requirements and Conditions** - Amend MAG Section 102 as follows:

TS-102.13                Delete MAG section 102.13 in its entirety and replace with the following:

Unless otherwise specified in the proposal pamphlet, the successful bidder may obtain 4 sets of plans and specifications, for the project from the Contracting Agency, at no cost.

**TS-104                    Scope of Work** - Amend MAG Section 104 as follows:

TS-104.1                Add the following paragraph to the end of MAG Section 104.1.1:

**Work includes a preservative pavement seal of approximately 12.41 miles of 18-24' wide roadway. Work also includes placing approximately 40 tons hot patch repair and 2500 pounds of Crack Sealant in preparation of sealant.**

**TS-105                    Control of Work** - Amend MAG Section 105 as follows:

TS-105.5                Amend the first paragraph of MAG Section 105.5 to read:

The Contractor will be supplied with a minimum of 4 sets of approved plans and specifications, one set of which the Contractor shall keep available on the work at all times.

TS-105.8                Delete MAG section 105.8 in its entirety.

**TS-106                    Control of Materials** - Amend MAG Section 106 as follows:

TS-106.2                Amend the first sentence of the second paragraph of MAG section 106.2 to read:

The contractor will pay for the initial or normal test required by the Engineer to guard against unsuitable materials or defective workmanship.

**TS-110**            **General Provisions** - Add the following section in its entirety.

TS-110.1            DESCRIPTION:

The work under this Section shall consist of the following:

- Obtaining all permits; Moving all materials and equipment onto the site; Furnishing and erecting construction facilities; Implementing security requirements; Providing onsite sanitary facilities; Arranging for and preparing CONTRACTOR'S work storage area; Developing a detailed construction schedule acceptable to ENGINEER; Provide and install project sign(s), fences, gates, etc.
- Preparation of reports, records and record drawings
- Preparation and processing pay requests, schedules, samples and shop drawings
- Equipment inspection and testing
- Materials testing of soils, concrete and asphalt concrete
- Providing patent and license fees
- Providing construction survey staking
- Paying all permit and temporary license fees
- Installing temporary construction power and wiring
- Protection of the work, property and persons
- Providing insurance and bonds
- Coordination with other contractors under separate contracts with the TOWN
- Provide a temporary land zone for construction facilities or material storage
- Provide guarantees, taxes, and environmental construction requirements
- Schedule conferences and meetings
- Provide traffic control, barricades, warning devices
- Provide surveys, schedules, reports and records preparation
- Notification of property owners and any other incidentals necessary or required to provide a complete project which is not included in other bid items
- Providing water and water meter to site necessary for construction

TS-110.2            METHOD OF MEASUREMENT:

No measurement will be made for this item.

TS-110.3            BASIS OF PAYMENT:

No separate payment will be made for this item. The work listed above will be included in the total project bid cost.

**PART TS – 300 STREETS AND RELATED WORK**

**PART TS – 333 Fog Seal Coats**

**TS-333.1**            **Description:** As written.

**TS- 333.2**            **Time of Application and weather conditions:** As written.

**TS- 333.3**            **Materials:**

**TS- 333.3.1**        **Emulsified Asphalt:** Add CQS-1H 50/50.

**TS- 333.4**            **Test, Test Reports and Certificates:** As written.

**TS- 333.5**            **Preparation of surfaces:** Add following information to beginning of paragraph.

Hot patch repair shall include providing 1/2 inch AC to fill in various pot holes and road shoulders. The work shall include tack and compaction of subgrade as well as compaction of the AC with steel drum compactor at various locations in Town.

**TS-333.6**      **Application of asphalt emulsion:** Replace the second to the last sentence of the first paragraph with the sentences:

Application rate shall be .15 gallons per square yard. The rates of application may vary because of different conditions within the project limits.

**TS-333.8**      **Protection for Adjacent Property:** Add following information to the end of the section:  
Contractor will be responsible for any and all clean up should oil contaminate any washes and/or drainage areas.

**TS-333.9**      **Protection of Treated Surface:** As written

**TS-333.10**     **Payment:** Payment for product will be in accordance with the agreed upon contract.

**TS-337**        **ASPHALT CRACK SEAL**-add the following:

**TS-337.1**      As written.

**TS-337.2**      Materials:  
Material shall meet all test specifications

**TS-337.5**      Preparation of Surfaces:  
Immediately before applying the sealant, cracks shall be cleaned of dirt and loose material by means of Compressed air, hand brooms with debris being swept to the shoulder of road. Cracks shall be filled flush with surrounding Pavement upon curing.

Pedestrian and Vehicle Protection:  
Contractor shall protect pedestrian and vehicles from applied product until product has had sufficient time to cure.

**TS-337.9**      Measurement and payment:

Crack seal shall be measured and paid for by the gallon complete and in place as specified in the bid Schedule.

#### **PART TS – 400      RIGHT-OF-WAY AND TRAFFIC CONTROL**

**TS-401**        **Traffic Control** – Delete MAG Section 401 in its entirety. Add the following:

##### **Section 401      Construction Traffic Control**

**TS-401.1**      Description

This item shall consist of traffic control devices, flagmen and/or pilot cars. All traffic control devices, the application of traffic control measures and traffic regulations in these specifications are to supplement and are not intended to delete any of the provisions of the Contracting Agency's Traffic Barricade Manual or any agency supplement to the manual of Uniform Traffic Control

Devices. The Contractor shall submit to the Engineer for approval a traffic control plan and schedule prior to commencing the construction.

**TS-401.2** Materials

All materials for traffic control devices and flagmen equipment for construction projects shall meet the Engineer's approval and conform to Part IV of the most current edition of the Manual of Uniform Traffic Control Devices.

**A reader board is required 48 hours ahead of the coating work in the areas of Kachina Place west of Highway 69 and Main Street East of Highway 69. Message will read the dates that the work will be performed.**

**TS-401.3** Construction Methods

Traffic control devices shall consist of providing, erecting and maintaining necessary and adequate traffic control devices for the protection of the Work, the workmen, and the traveling public in conformance with industry standards and the approved plan.

**Pilot vehicles will be required for work on Henderson/Newtown Road.**

**TS-401.3.1** Temporary control devices shall be used to guide traffic through construction areas. They include traffic cones to channelize traffic, portable barricades for warning, vertical panel channelizing devices to divert traffic and lighting devices between the hours of sunset and sunrise.

**TS-401.3.2** Advance warning devices shall be used to alert the motorist of an obstruction in the roadway. They include diamond shaped signs, flags and flasher type high level warning devices mounted eight (8) feet above the roadway.

Traffic maintenance and control through the construction area for the duration of the project is the responsibility of the Contractor. The Contractor shall keep the road open and in an acceptable condition for traffic (local only if an alternate route is available) while the improvements are being made, unless a road closure is approved by the Engineer in advance. Twenty-four hour advance notification shall be given to the Engineer, all emergency services and schools prior to any partial or complete road closure. If the street is to remain open to traffic, the Contractor shall arrange his work so that only one side of the road is denied to traffic for any one time. During the hours of construction inactivity, two-way traffic shall be provided for. The contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, streets, businesses, parking lots and garages at all times. Temporary ramps, when required, shall be constructed of asphalt and shall meet ADA requirements.

**TS-401.3.3** Traffic Regulations

Local roads within Dewey-Humboldt may be reduced, when construction requires, during the times indicated below:

A minimum of one lane with flagmen shall be maintained at all times during construction. During non-work hours a minimum of two lanes (one for each way) shall be maintained. Detours through side streets are allowed during working hours per the Town approved traffic control plan.

Contractor shall be responsible for creating a traffic control plan and obtaining an encroachment permit from ADOT to perform work at or near Highway 69 right-of-way.

Police Officer Requirements

When construction activities do not restrict traffic through the intersections, police officer hours may be reduced or suspended at the direction of the Engineer. Preference shall be given to using local police and sheriff department forces when available.

#### Local Access Requirements

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify resident 72 hours in advance of any restrictions, which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative that shall be pre-determined with the residents prior to imposing restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

#### Business Access Requirements

Access shall be maintained to adjacent businesses at all times during their hours of operation. Access may be maintained by such measures as constructing driveways in half section, or by providing bridging over new concrete. Properties with multiple driveway access shall not have more than one driveway access restricted at any given time. While the one driveway is restricted, access to the other adjacent driveways shall be maintained and unrestricted. Each individual driveway access restriction shall be no more than fourteen (14) days prior to imposing restrictions.

#### Pedestrian Access Requirements

The Contractor shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkway areas, paved or unpaved, shall be maintained and safely usable at all times. Such measures as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Engineer may request temporary hard-surface walkways, such as plywood sheets to be installed at no additional cost to the Town.

#### Special Sign Requirements

The Contractor shall provide, erect, and maintain advance notification; informational; and directional access signs (for businesses, churches, hospitals, etc.) that may be required by the Engineer. The cost shall be included in the bid item for Traffic Control Devices.

#### Bus Stops

The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Engineer.

#### Flagging of Traffic

Flagging of traffic will be permitted during work hours.

#### Traffic Control Plan

The Contractor shall submit a traffic control plan for approval, showing placement of all traffic control devices, including all confliction signs to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be submitted to the Engineer at the Pre-Construction meeting or before and to ADOT for work impacting Highway 69 prior to beginning work. The Contractor shall allow the Engineer two (2) calendar days for review and approval of an acceptable plan.

#### Temporary Traffic Control Zone and Safety

At the Pre-Construction meeting, the Contractor shall designate an employee, other than the Project Superintendent, who is knowledgeable in the principles and methods of proper traffic control and safety. This employee shall be available on the project side during all periods of construction to coordinate and maintain safe, acceptable, and effective temporary barricading whenever construction affects traffic. This person shall be the point of contact for the Engineer, and fully responsible for the Contractor's traffic control setup.

**TS-401.3.4** Sequence of Construction

The sequence of construction shall conform to the requirements of the Special Traffic Regulations. The project shall follow a phasing plan approved by the Engineer. All land shall be maintained on a paved surface or compacted all weather surfaces.

**TS-401.4** Method of Measurement

No measurement will be done for individual traffic control devices and signing. The lump sum amount for traffic control and signing, if listed in the Bid Schedule, shall be prorated over the length of the project and a portion of the lump sum paid accordingly on the partial pay estimates.

Whenever review by the Engineer determines that traffic maintenance and control is insufficient or deficient with the approved plan, a written list of deficiencies shall be provided to the Contractor. Deficiencies not corrected within 24 hours will result in a deduction from the Contractor's pay estimate based on current market prices for the deficient devices and flagmen, as appropriate. The deduction will continue until corrections have been made and verified by the Engineer. The Contractor will be provided with a written itemization of deductions.

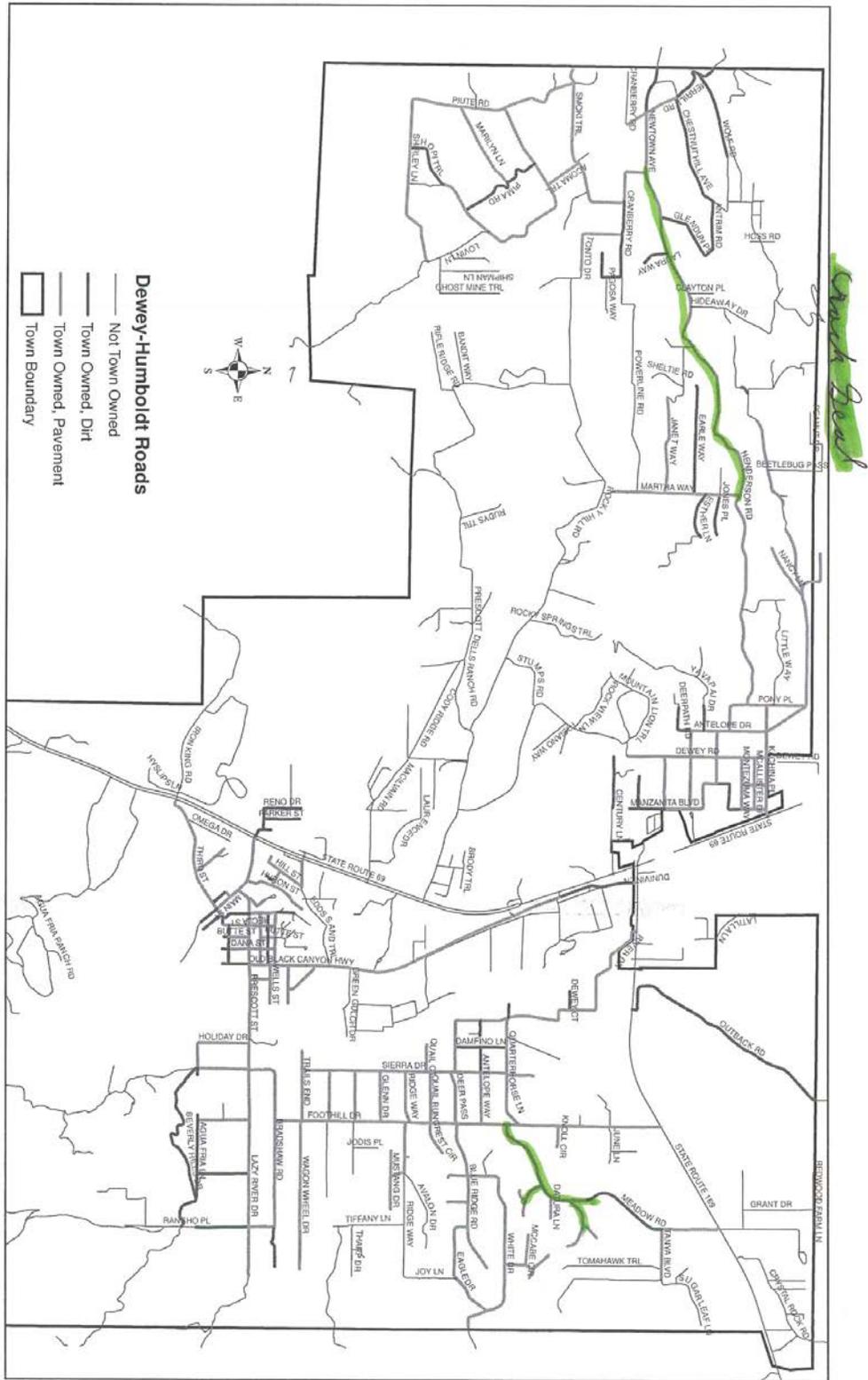
**TS-401.5** Basis of Payment

Payment shall be made at the contract unit price, if listed in the Bid Schedule, for traffic control. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.

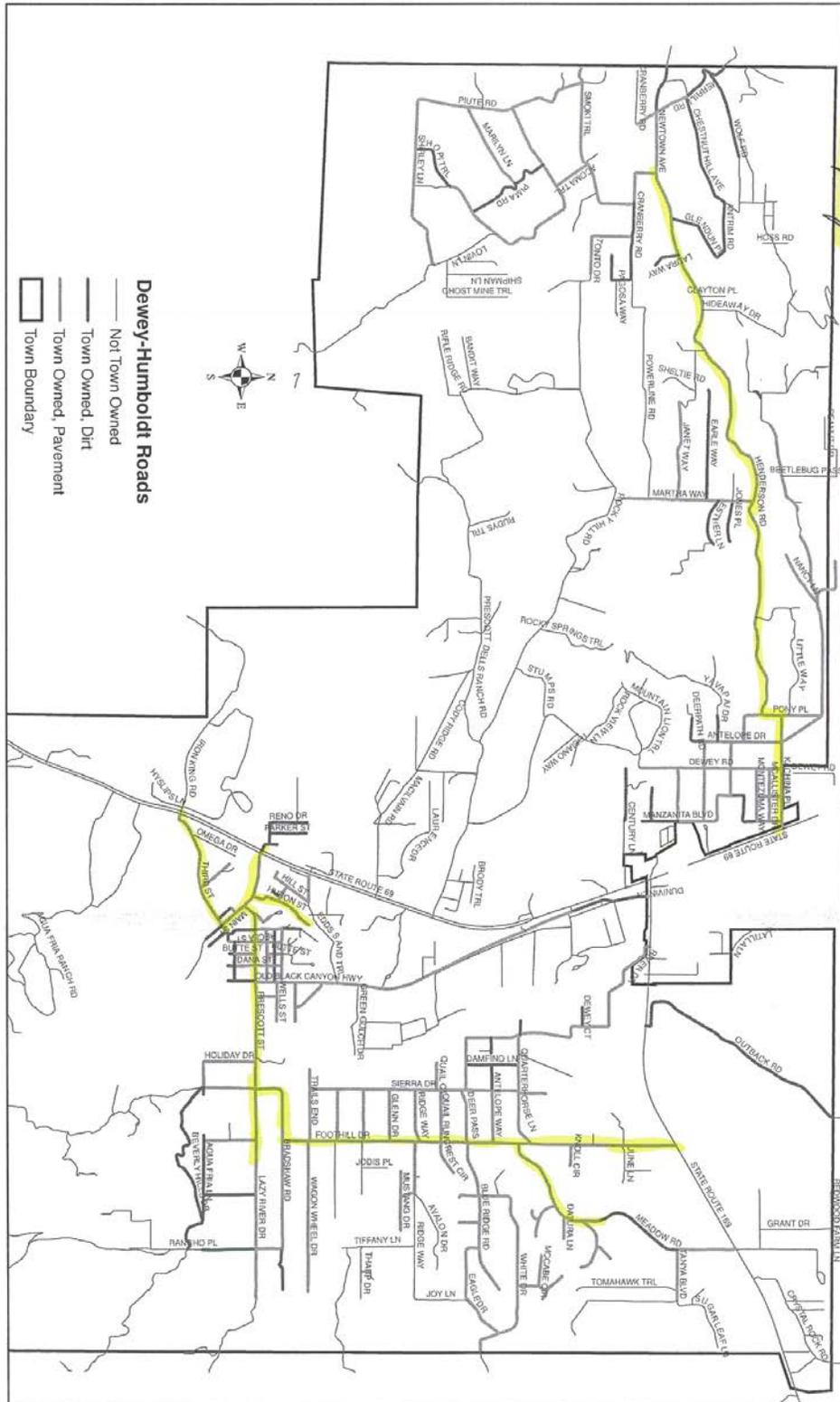
Payment will be made under:

Construction Traffic Control                      Lump Sum (LS)

# APPENDIX A Maps







**APPENDIX B**  
**Bid Schedule**  
**2016/2017**  
**Pavement Preservation Cost**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
<b>1</b>	<b>Mobilization</b>	<b>1</b>	<b>LS</b>		
<b>2</b>	<b>Allowance for extra work</b>	<b>1</b>	<b>LS</b>	<b>\$5000.00</b>	<b>\$5000.00</b>
<b>3</b>	<b>Crack Seal Applied per Mag Section 337</b>	<b>2500Lbs</b>	<b>LS</b>		
<b>4</b>	<b>Traffic Control</b>	<b>1</b>	<b>LS</b>		
<b>5</b>	<b>Prepare road surface with hot patch repair</b>	<b>40</b>	<b>Ton</b>		
<b>6</b>	<b>Fog Seal Per Mag Section 333 using CQS-1h 50/50 - .10 Application Rate</b>	<b>159664</b>	<b>SY</b>		
<b>7</b>	<b>Double Yellow Centerline Stripe</b>	<b>43423</b>	<b>LF</b>		
<b>8</b>					
<b>9</b>					
<b>10</b>					
<b>11</b>	<b>Total Base Bid</b>				

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**TOWN OF DEWEY-HUMBOLDT**  
**P.O. BOX 69**  
**HUMBOLDT, AZ 86329**  
**Phone 928-632-8562 ▪ Fax 928-632-7365**

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**TOWN COUNCIL REGULAR MEETING**  
**AUGUST 16, 2016**  
**Agenda Item #9.2**

**To:** Mayor and Council Members  
**From:** Ed Hanks, Public Works Supervisor  
**Date submitted:** August 4, 2016

**Recommendation:** Approval of Southwest Waste Services for the 2016 Fall Cleanup Program.

**Summary:**

The 2016 fall cleanup program has been scheduled for September 7 – 10, 2016. In preparation for this event staff advertised for waste services. Three local companies responded to the advertisement. Ed Hanks met with them to clarify the services that are needed for this event. Two companies submitted a proposal that met all requirements needed.

Based on pricing and the services that are needed staff recommends approval of Southwest Waste Services proposal for this event. Staff estimates no more than ten dumpsters would be needed for the event. Ten dumpsters would cost around \$6,000.

**Attachment:** SWS proposal.

## Ed Hanks

---

**From:** Justina Cox <sales@azsws.com>  
**Sent:** Wednesday, August 3, 2016 11:24 AM  
**To:** Ed Hanks  
**Subject:** SWS Bid

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

SWS Dewey-Humboldt city cleanup bid submission for 4 40YD roll containers;  
Free delivery, \$130 per haul per container, \$41 per ton for disposal. We have the ability to offer multiple same day morning or afternoon hauls as well as following business day scheduling with 24/7 direct line to our customer service agent available.

Thank you for your time as well as the bid opportunity.



*Justina Cox*  
*Sales Representative*  
*Southwest Waste Services*  
*928.445.8446 office*  
*928.237.0366 cell*



**SOUTHWEST WASTE SERVICES, INC.**

Serving All of Yavapai County, Flagstaff, and Surrounding Areas

2671 North Lake Valley Rd. Prescott Valley, AZ 86314

Prescott / Tri-City Area: (P) (928) 445-8446

Verde Valley / Flagstaff: (p) (928) 634-6275

**SERVICE AGREEMENT**  
NON-HAZARDOUS WASTE REMOVAL AND RECYCLING SERVICES

TEMPORARY ACCOUNT

PERMANENT ACCOUNT

NEW CUSTOMER     
  ACCOUNT RENEWAL     
  SERVICE INCREASE     
  PRICE INCREASE     
  CANCEL  
 NEW SITE     
  PERMANENT ACCOUNT     
  SERVICE DECREASE     
  PRICE DECREASE     
  OTHER

CUSTOMER BILLING NAME <b>Town of Dewey-Humboldt</b>			CUSTOMER #
CUSTOMER BILLING ADDRESS <b>PO Box 69</b>			CONTACT <b>Ed Hanks</b>
CITY <b>Humboldt</b>	STATE <b>Arizona</b>	ZIP CODE <b>86329</b>	PHONE <b>928.632.5074</b>
SERVICE LOCATION <b>Dewey-Humboldt Cealup</b>			FAX
SERVICE ADDRESS <b>12983 E Main Street</b>			CUSTOMER P.O. #
CITY <b>Humboldt</b>	STATE <b>Arizona</b>	ZIP CODE <b>86329</b>	JOB #
CONTACT		TELEPHONE	E-MAIL <b>edhanks@dhaz.gov</b>

**CONTAINER SPECIFICATIONS**

TYPE	QUANTITY	SIZE	WASTE STREAM DESCRIPTION	WHEELS	LOCKS	DISPOSAL FACILITY	FREQUENCY	CHARGES
ROLL -OFF	4	40 YD	C&D	-	-	TRANSFER/LANDFILL	ON-CALL	\$ 130.00
REBATES								

SPECIAL INSTRUCTIONS

**NO TIRES, BATTERIES, FOOD WASTE, LIQUIDS, HAZ WASTE, OR FREON APPLIANCES.**

**NO MORE THAN 10 TONS. ANYTHING OVER 10 TONS WILL BE BILLED AT \$200.00 PER TON**

**TERMS: NET 30 DAYS MONTHLY RATE ONLY APPIES IF UNIT HAS NOT BEEN SERVICED**

**SCHEDULE OF CHARGES**

MONTHLY RATE	\$	<b>NA</b>
HAULING PER LOAD	\$	<b>(SEE ABOVE)</b>
DISPOSAL PER TON	\$	<b>41.00</b>
DELIVERY CHARGE	\$	<b>Waived</b>
ADMIN FEE	\$	<b>Waived</b>
FUEL SURCHARGE	\$	<b>Waived</b>
<b>METHOD OF PAYMENT</b>		
INVOICE	CHECK	CREDIT CARD
		COD

EFF. SERVICE DATE	EQUIP. DEL DATE	EFF. DISC. DATE	EQUIP. PU DATE
	<b>09/06/2016</b>	<b>09/08/2016</b>	<b>ON CALL</b>

Roll Off/Compactor service: If our container(s) cannot be safely hauled by the collection vehicle, their will be a deadhead fee billed to your account. Deadhead time will be billed at contractor's standard hourly rate (no less than \$75.00 per hour). Customer warrants that it will (1) not load any container with more than 20,000 pounds of material, (2) not load a container more than "water-level" full, (3) not allow a container to be blocked by automobiles or equipment that cannot be moved in a timely manner or (4) load each container in an evenly distributed manner. In the event that any of the foregoing conditions occur, customer agrees to pay all fines, penalties, or similar fees assessed against contractor or damage caused by customer's improper loading of containers. Contractor is not required to get hauling tickets signed. Contractor is not required to get extra yardage tickets signed. If signatures are required before payment can be rendered, an hourly charge will be assessed for the driver's waiting time.

Terms: Customer grants to Contractor the exclusive right to collect and dispose of all Customer's waste / recyclable material for the initial term of twelve (12) months, with like renewal periods, unless terminated by client with 60 days written notice from annual expiration date. In the event Customer terminates this Agreement other than as previously stated, or in the event Contractor terminates this Agreement for Customer's non-payment, Customer shall pay to Contractor as liquidated damages a sum calculated as follows: Fifty percent of the current monthly service rate multiplied by the number of months remaining in the term of the Agreement. Customer acknowledges that the foregoing liquidated damages are reasonable in light of the loss to Contractor caused by the termination, that actual damages over the life of the contract would be difficult to ascertain, and that liquidated damages are not imposed as a penalty.

Changes and Cost Increases: Because disposal, transportation, operations, licensing fees, permits, fuel costs and recycling markets ("disposal costs") are a significant portion of the cost of Contractor's services, Contractor may, at its sole discretion, increase / decrease the Schedule of Charges to reflect and increase / decrease in such disposal costs. In addition, the Contractor may, at its sole discretion, adjust the Schedule of Charges to reflect increases / decreases in the Consumer Price Index. The Contractor may adjust the Schedule of Charges for reasons other than changes in disposal costs and the Consumer Price Index. Those changes (i.e., to the frequency or amount of collection service, capacity and type of equipment used) other than disposal costs or CPI may be agreed to verbally, in writing or as evidenced by the actions and practices of the parties. This Agreement shall not be affected by the changes in the Customer's Services Address if such new address is located within Contractor's service area. Customer's payment of an invoice with adjusted Service Fee shall constitute acceptance of any such adjustments.

AUTHORIZED SIGNATURE

REPRESENTATIVE'S SIGNATURE