

TOWN OF DEWEY-HUMBOLDT

On-Call Town Maintenance



CONTRACT DOCUMENTS AND SPECIFICATIONS

TOWN OF DEWEY-HUMBOLDT

2735 S. Highway 69
Humboldt, Arizona 86329

June 2022

**Town of Dewey-Humboldt
On-Call Town Maintenance**

Section	Subject	Pages
00200	Call for Bids.....	3
00300	Scope of Work	4
00400	Bid Schedule.....	7
00500	Agreement.....	11

Appendix A-Map of Town owned roads

Appendix B

Appendix C

SECTION 00200 - CALL FOR BIDS

1. Bids. The Town of Dewey-Humboldt will receive sealed bids at the Town of Dewey-Humboldt, 2735 S. Highway 69, Humboldt, Arizona 86329, telephone number (928) 632-7362 for the On-Call Maintenance work including, but not limited to road grading, ditch clean out, low water crossing clean-up and culvert cleaning, pot hole and road failure repair and minor drainage facility improvements until 2:00 p.m. on July 28, 2022 when all bids that have been duly received will be opened publicly. The project includes, but is not necessarily limited to, the following items of work:

Bid No.1

Grading of dirt roads which includes grading ditches and removing the windrow created by previous grading operations on the edge of the roads/ditches for approximately 19 miles of Town-owned dirt roads, as needed, but no more than three times a year.

Bid No.2

Provide all construction equipment and labor to spread and compact Town supplied road maintenance materials to various roads within the Town.

Bid No.3

Provide equipment and labor for culvert cleaning and ditch cleaning and after rains at various locations in Town, to be provided within a 24-hour response time after notification from the Town.

Bid No.4

Provide equipment and labor to install drainage culverts and associated appurtenances within Town owned right-of-way, as directed by the Town. This bid is limited to minor drainage repair and improvement projects.

Bid No.5

Provide equipment and labor to repair potholes, road failure, intersection return repairs, etc.

Bid No.6

Provide equipment and labor to clean dirt and material from low water crossings, Touch up dirt roads after storms in between dirt road grading.

All work will be as needed by the Town. The Town makes no guarantee as to any specific quantity of work.

2. Bid Documents. Bona-fide licensed contractors may secure bid documents at the following location:

Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

All technical questions relating to this work may be directed to the Town of Dewey-Humboldt, Attention: Bruce Smith, Public Works Supervisor at (928) 632-7362. email: brucesmith@dhaz.gov.

Bid documents consist of a Scope of Work description, sample contract and bid schedule, and three (3) references for each phase of work or Bid No. (Excluding Bid No. 6)

3. Award. The Town Council of Dewey-Humboldt reserves the right to reject any or all bids, to waive any non-conformance, to re-advertise for bids, and to withhold the award for any reason the Town of Dewey-Humboldt determines.

Bruce Smith
Public Works Supervisor
Town of Dewey-Humboldt

SECTION 00300 SCOPE OF WORK

All work will comply with the latest edition of MAG Specifications and Details, and Yavapai County Drainage Criteria. No Bid Bonds, or Performance and Payment Bonds are required. A Commercial Contractors License in good standing is required. Insurance requirements are shown in the Agreement.

Each bid shall stand alone and the Town may award each bid to a different contractor.

The Town may award a contract for each bid to more than one contractor in order to ensure the availability of a contractor to do the work due to the quick response time required to complete the work. There are no guarantees that any of the selected contractors will actually be given a notice to proceed on any bid or portion of any bid, it all depends on the needs of the Town.

No compensation will be considered if a selected contractor is not requested by the Town to do any of the work in which he has bid or has been given a contract. In order to start work, the selected contractor must be given a notice to proceed with a description of the work that he has been selected to complete based on the bid numbers he has quoted.

Bid No. 1:

Short Description: Grading of dirt roads which includes pulling bar ditches and removing any existing windrow created by previous grading operations on the edge of the roads/ditches for approximately 19 miles of Town owned dirt roads.

Grading all Town-owned dirt roads to a smooth finish as needed. The work requires a blade, water truck, pneumatic roller and one qualified operator for each piece of equipment. The schedule for this work will be determined by the Town. A bid item shall include mobilization and, costs of each scheduled grading; any, and all traffic control that may be needed; no dirt from the grading operations shall be deposited in the roadside ditches. Any dirt or debris that is left in the roadside ditches shall be removed by the contractor at no cost to the Town.

There are approximately 19 miles of Town owned dirt roads shown in Exhibit A.

Bid No. 2:

Short Description: Provide all construction equipment and labor to haul, spread and compact Town supplied road maintenance materials to various roads within the Town.

The contractor shall provide all labor and equipment to spread and compact Town supplied millings or equivalent material to various roads within the Town. Some of these roads have had millings compacted on them in previous years.

The materials shall be spread and compacted to an approximate thickness of 3 inches.

The contractor shall be paid per ton for all work including, but not limited to, the loading, hauling, spreading, compacting, watering and placing millings on the roadways described above. The actual locations for the placement of the millings will be directed by the Town. (Town supplied material will be located within Town limits with the longest haul approximately 10 miles.) There will be a 50 ton minimum per scheduled application.

In order to get an accurate weight on trucks used to haul the millings, the contractor shall get the truck weighed empty, then load the trucks and get them weighed. The weight difference shall be the tonnage placed and compacted.

Bid No. 3:

Short Description: Provide equipment and labor for culvert and ditch cleaning, after rains at various locations in Town, provided within a 24-hour response time.

For culvert and ditch cleaning, contractor shall provide appropriate equipment and labor to accomplish work and any traffic control that may be necessary.

Culvert cleaning shall include removing dirt that is plugging existing culverts. Culverts to be cleaned shall be shown to the selected contractor at the time of cleaning. Driveway culverts are the responsibility of the owner. Work shall also include grading the existing ditch 50 feet on both ends of the culvert to restore the drainage at various locations in Town. Dirt removed from cleaning and grading shall be removed from the site and shall be considered incidental to the work.

The Town will give the contractor a minimum of 5 culverts to be cleaned at each time they are requested to come out for culvert cleaning. Item will be bid and paid on a per culvert basis. Culverts are 18" diameter with an average length of 35 feet.

Ditch cleaning will include removing silt and dirt from roadside ditches after rainstorms. Ditches to be cleaned shall be shown by the Town to the selected contractor at the time of cleaning. The bid has a base quantity of 600 linear feet which is the minimum linear feet of ditches to be cleaned at one time. Additional footage of ditches will be paid at the linear foot price for additional ditch cleaning bid by the contractor. Dirt and silt removed from cleaning shall be removed offsite and proper disposal of the dirt and silt are the sole responsibility of the contractor.

Existing pavement damaged by the contractor shall be repaired at no cost to the Town.

Quote shall include mobilization costs. This item will be paid based on each Authorization for Services that is issued by the Town to the contractor. Consecutive days of comparable work will not constitute separate requests. This item will be bid and paid per the bid fee schedule.

Due to the quick time frame to have the low water crossing cleaned, culverts to be cleaned, and potholes repaired (within 24 hours), more than one contractor may be awarded this portion of the work.

Bid No. 4:

Short Description: Provide equipment and labor to install drainage culverts and associated appurtenances within Town owned right-of-way, as directed by the Town. This bid is limited to minor drainage repair and improvement projects.

The work will entail installing drainage culverts and associated appurtenances within Town-owned right-of-way, as directed by the Town. No permit will be required by the Town to complete the work. The bid item shall include excavation of trench, bedding and shading material, laying the culvert to proper grade, backfilling, compacting and returning the finished grade to pre-construction condition. The culverts shall be smooth-bore High Density Polyethylene (HDPE) pipe. Pipe joints required for an installation shall be considered incidental to the cost and no separate payment shall be made. Culvert installation will have a 20 linear feet minimum.

A separate line item has been included as a contingency for any fill material that may be required as a condition of culvert installation. The fill material shall be free of organic material, contaminating material and hazardous objects. The fill material shall be screened to remove large objects to allow for adequate compaction. Any excess dirt shall be disposed of off-site without damaging the existing pavement. A weigh ticket will be required by the Town to verify the quantity.

Existing pavement damaged by the contractor shall be repaired at no cost to the Town.

Riprap erosion protection may be required at the inlets and outlets of the culverts. The riprap shall have a D50 of eight (8) inches or greater. The rip-rap shall be installed so that the top of the rip-rap matches the flow line of the channel. The placement and amount of rip-rap shall be directed by the Town. A weigh ticket will be required by the Town to verify the quantity. The bid shall include mobilization, all material, labor and equipment to install the applicable drainage culvert or riprap. Rip Rap will have a 20 ton minimum per call out.

Bid No. 5: Provide equipment and labor to repair potholes, road failure intersection return repairs, etc.

A “pothole” is defined as a failure less than five (5) square feet.

Pothole repair shall include providing 1/2 inch AC to fill in various potholes. The work shall include tack oil and compaction of the AC at various locations in Town. The Town will try to give the contractor as many potholes to be repaired as possible, but the minimum amount to be paid by the Town will be 5 tons. Additional tons will be paid on a per ton basis at the bid item for additional tonnage. The work will entail repairing chip sealed and asphalt concrete roads. The area of repair shall be compacted with appropriate equipment to provide a smooth finish. A tack coat will be required on asphalt concrete roads and may be omitted on chip sealed roads. Repair of potholes will require loose material to be removed from the failure area, placing 1/2 inch hot-mix asphalt concrete and compaction.

A “road failure” is defined as a failure greater than five (5) square feet. Repair of road failures will require saw cutting to provide a clean edge, removing material, compacting base, placing ½ inch asphalt concrete and compacting. All removed material shall be disposed of offsite.

An “intersection return” is defined as a type of road failure that occurs adjacent to the traveled way as a result of vehicles cutting the corner radius. Intersection return repair shall include placing an aggregate base course along the edge of the roadway compacted to 95% proctor. The material shall be sloped to drain away from the roadway. A weigh ticket will be required by the Town to verify the quantity.

Areas along the roadway centerline may require the preservation of monuments. These monuments shall be preserved prior to repairing paved road surface. The monuments shall be preserved per Maricopa Association of Governments Standard Detail 270 Frame and Cover. The bid item should include all materials and labor required to install the frame and cover per the detail. The bid totals shall include mobilization all material, equipment and labor to perform the projects. A weigh ticket will be required to process payment. This item will be paid per the bid fee schedule.

Bid No. 6: Provide equipment and labor to clean dirt and material from low-water crossings, Touch up dirt roads after storms in between dirt road grading or equivalent work as needed.

This bid item shall consist of delivery of a 210 Gannon tractor or equivalent and one operator. To perform dirt and debris cleaning from low-water crossings, grade and touch up dirt roads with erosion problems after storms (in between road grading projects), or equivalent work as needed and directed by the Public Works Supervisor.

Total bid shall include mobilization, at a per hour rate (4 hours minimum) for the equipment and labor.

Contractor will be responsible for Blue Stake on all items, except Bid No. 6. Town will provide if needed.

SECTION 00400 BID SCHEDULE

Bid No. 1:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Grade Dirt Roads				
1	Mobilization	1	LS		
2	Grade dirt roads up to 19 miles / grading	1	Mile		
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the bid or computed total by the bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid No. 1 (sum of bid items 1 through 2)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No. 2:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Apply Town Supplied Road Maintenance Materials				
1	Mobilization	1	LS		
2	Load, haul, spread and compact road maintenance materials, such as millings or equivalent material	1	Ton		
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the bid or computed total by the bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid No. 2 (sum of bid items 1 through 2)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No. 3:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Culvert and Ditch Cleaning				
1	Mobilization	1	LS		
2	Clean culverts (minimum of 5 per call out).	1	EA		
3	Clean ditches (minimum of 600 LF per call out).	1	LF		
4					
5					
6					
7					
8					
9					
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the bid or computed total by the bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid No. 3 (sum of bid items 1 through 3)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No. 4:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	Installation of Drainage culverts and Associated Appurtenances				
1	Mobilization	1	LS		
2	18" HDPE	1	LF		
3	18" End section	1	EA		
4	24" HDPE	1	EA		
5	24" End section	1	EA		
6	Haul off excess material	1	Ton		
7	Fill material	1	Ton		
8	Riprap D50 = 8" or greater	1	Ton		
	TOTAL				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the bid or computed total by the bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid No. 4 (sum of bid items 1 through 8)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No. 5:

Item No	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS		
2	Pothole repair (5 ton minimum)	1	Ton		
3	Road failure (5 ton minimum)	1	Ton		
4	Intersection return AB applied (5 ton minimum)	1	Ton		
5					
6					
	Total				

The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the bid or computed total by the bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid No. 5 (sum of bid items 1 through 4)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

Bid No. 6:

Item No	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS		
2	Gannon tractor or equivalent and operator (4 hour minimum)	1	Hr.		
	Total				

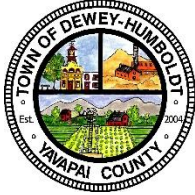
The bid is based upon the lump sum prices, allowances, unit prices and estimated quantities. If there is an error in the bid or computed total by the bidder, it shall be changed and the unit prices and lump sum amounts shall govern.

Total of Bid No. 6 (sum of bid items 1 through 2)

_____ Dollars and _____ Cents \$ _____
 (Written Words)

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

00500 AGREEMENT



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

AGREEMENT FOR ON-CALL TOWN MAINTENANCE SERVICES

Date:

Contractor:

Not-to-exceed Price:

THIS AGREEMENT for On-Call Town Maintenance Services (herein "Agreement"), made and entered into the date first listed above, by and between the Town of Dewey-Humboldt, an Arizona municipal corporation (herein "Town") and Contractor.

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of Contractor. In consideration of the mutual promises contained in this Agreement, Town engages Contractor to render services on an "as-needed" basis, in accordance with the terms and conditions contained in this Agreement.

1.2 Scope of Work.

1.2.1 Contractor shall do, perform and carry out in a satisfactory, good and workmanlike manner, as determined by Town, the services set forth in individual Authorizations for Services ("Services"), **not to exceed (\$ _____ Item Bid Amount).** A form of Authorization for Services is attached hereto as Exhibit C. Town shall notify Contractor in writing of services to be performed by execution of an Authorization for Services. Delivery of an Authorization for Services shall constitute Contractor's authorization to proceed with the services described in such Authorization. Each Authorization for Services shall clearly describe the scope of services and amount due pursuant to such Authorization for Services.

1.3 Responsibility of Contractor

1.3.1 The Services provided by Contractor shall be performed and completed in accordance with all requirements of law and no services shall be undertaken until Contractor has been issued all permits, if required. All labor must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality.

1.3.2 Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the services.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Section 6 of this Agreement.

1.3.4 Contractor shall designate [REDACTED] as Contractor's Representative and all communications shall be directed to him or her.

1.3.5 Contractor's subcontracts, if any, are set forth in Exhibit B, attached hereto and made a part hereof. Any modification to the list of Subcontractors in Exhibit B, either by adding, deleting or changing subcontractors, shall require written consent of Town.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

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

1.3.8 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town

1.4.1 Town shall cooperate with Contractor by placing at its disposal all available information concerning the Services.

1.4.2 Town designates **Bruce Smith, Public Works Supervisor**, as its Contract Representative. All communications to Town shall be through its Contract Representative.

2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum. The Contract Sum shall be set forth in the Authorization for Services on a per Authorization basis, and as set forth in the bid documents, which are made a part hereof. Town agrees to pay Contract Sum in an amount equal to or less than the Not-to-exceed Price.

2.2 Payment. Payment shall be made within thirty (30) days after the final inspection and acceptance of Services by Town. No progress payments are authorized unless specifically included in the Authorization for Services.

2.3 Additional compensation beyond that stated within **§ 2.1** shall be denied without duly authorized and approved Change Orders.

3. CONTRACT DOCUMENTS.

3.1 "Contract Documents" shall include:

- (a) All documents included in Town's Invitation for Bids and Bid No. ____;
- (b) Town amendments, limitations, and clarifications to Contractor's Proposal submitted in response to the Invitation for Bids.
- (c) This Agreement;
- (d) The Scope of Work;
- (e) Town Limitations;
- (f) Authorization for Services

3.2 Contract Documents are attached hereto and made a part hereof.

3.3 The Contract Documents are intended to be read in harmony with one another; but in the event of an unresolvable conflict, the terms of the Scope of Work will prevail over the Contractor's Proposal, the terms of the Town Limitations will prevail over the Scope of Work, and the terms of this Agreement will prevail over the Town Limitations.

4. Time of Completion.

4.1 Contractor hereby agrees to fully complete the services provided for herein no later than the date indicated in the Authorization for Services.

4.2 Any request for extension of time shall be made in writing to the Town Public Works Supervisor, or his designee, immediately upon Contractor's discovering the circumstances leading to the request for an extension and stating the reason for said request, and the period of the extension sought. The extension of time shall be reviewed by the Town Manager or his authorized agent, and approved or disapproved within his sole discretion. Should an extension of time for Contractor to perform be granted, such additional time shall be deemed to commence and run from the date indicated in the Authorization for Services.

5. Indemnification

5.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in

part by Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its agents, officers, officials 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 therefrom, caused in whole or in part by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of Contractor, of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services Contractor may be legally liable including Town. Such indemnity does not extend to the Town's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. Insurance

6.1 General: Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

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

6.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

6.5 Primary Insurance: Contractor's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of Town as an Additional Insured.

6.6 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

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

6.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

6.9 Use of Subcontractors: If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.10 Evidence of Insurance: Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk

Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

6.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- A. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent
- B. Auto Liability-Under ISO Form CA 20 48 or equivalent
- C. Excess Liability-Follow Form to underlying insurance

6.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

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

6.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

6.10.5 Project descriptive information including:

- A. Project Name
- B. Project Number
- C. Contract Number

6.11 Required Coverage

6.11.1 Commercial General Liability: Contractor shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or

equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

6.11.3 Workers’ Compensation Insurance: Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

7. Termination of This Agreement.

7.1 Term: This Agreement shall be in effect for two years beginning on August 1, 2022 unless terminated as provided herein. The Agreement may be renewed upon mutual written agreement of Town and Contractor for up to two (2) additional two-year terms.

7.2 Termination: Town may, by written notice to Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for Town's convenience or because of the failure of Contractor to fulfill his contract obligations. Upon receipt of such notice, Contractor shall: (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by Contractor in the event of substantial failure by Town to fulfill its obligations.

7.3 Payment to Contractor Upon Termination: If the Agreement is terminated, Town shall pay Contractor for the Services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

8. Assurances.

8.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

8.2 Examination of Records: Contractor agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions related to this Agreement.

8.3 Litigation: Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

8.4 Independent Contractor: Contractor shall be an independent contractor and not an agent of Town and shall direct and supervise the Services required by this Agreement and shall be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Contractor.

8.5 Exclusive Use of Services – Confidentiality: The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

8.6 Sole Agreement: There are no understandings or agreements except as herein expressly stated.

8.7 Caption: Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

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

8.9 Controlling Law: This Agreement is to be governed by the laws of the State of Arizona.

8.10 Immigration Law Compliance Warranty:

8.10.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

8.10.2 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.

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

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

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

8.11 Notices: Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

The Town:

Beth Evans
Town Clerk
Town of Dewey-Humboldt
PO Box 69
Humboldt, Arizona 86329

Consultant:

Representative Name
Representative Title
Contractor's Name
Contractor's Address

The address may be changed from time to time by either party by serving notices as provided above.

9. INTERESTS AND BENEFITS

9.1 Conflict of Interest of Contractor: The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others: No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Non-Solicitation: Contractor agrees that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this clause, Town may terminate this Agreement without liability, or, in its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingency fee.

9.4 Notice Regarding A.R.S. § 38-511: Under Section 38-511, Arizona Revised Statutes, as amended, Town may cancel any Agreement it is a party to within three (3) years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Town is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. In the event Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, Town agrees to immediately give notice thereof to the Contractor.

10. ASSIGNABILITY. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to the Contractor from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and Contractor have executed this Agreement as of the date first written.

TOWN OF DEWEY-HUMBOLDT

By: _____
John Hughes, Mayor

ATTEST:

Beth Evans, Town Clerk

APPROVED AS TO FORM:

Kay Bigelow, Bigelow Law Offices, PLC
Town Attorney

By: _____

Contractor

By: _____

Title: _____

EXHIBIT A

TOWN MAP

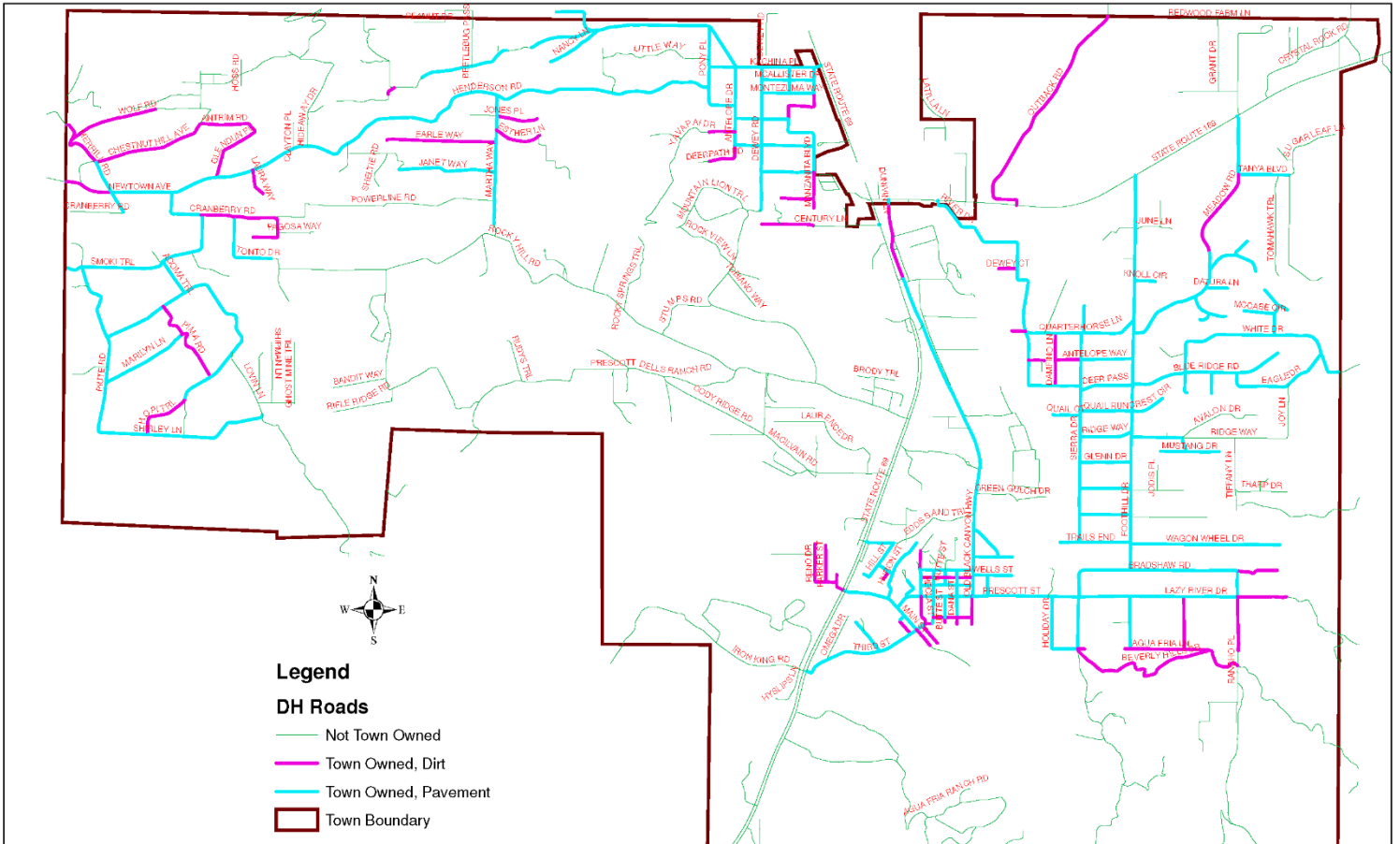


EXHIBIT B

CONTRACTOR'S SUBCONTRACTORS

EXHIBIT C

AUTHORIZATION FOR SERVICES NO. _____

RE: Agreement for On-Call Town Maintenance Services between the Town of Dewey-Humboldt, Arizona and _____ (Contractor).

DATE: _____

SCOPE OF WORK:

FEE: _____

COMPLETION DATE: _____

Accepted: _____
Contractor' Representative
By: _____

Town of Dewey-Humboldt
By: _____