

Invitation to Bid

February 16, 2016



IFB 2016-PW001 Chip Seal Preservation Treatment

Town of Parker
1314 11th Street
Parker Arizona 85344
Ph: (928) 669-9265
Fax: (928) 6695247



TOWN OF PARKER
Street Chip Seal Preservation Treatment

Town of Parker
IFB 2016-PW001 Chip Seal Preservation Treatment
Table of Contents



Project Announcement	Page 3
Project Information	Page 4
Project Description	Page 5
Instruction to Bidders	Page 10
Communications	Page 12
Procurement and Selection Process	Page 13
Other Terms and Procedures	Page 15
Bid Form	Page 18
Standard Form of General Conditions for Agreement between Owner and General Contractor	Appendix, Page 22

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Project Announcement

The Town of Parker will accept bids from qualified licensed contractors to provide all labor, materials, equipment, tools, transportation and services to apply a chip seal preservation treatment of various streets, which work will include preparing the pavement surface, application of a polymer modified, cationic water-based emulsified asphalt designed for use as a bituminous binder for chip seals, rolling the aggregate, and sweeping up and disposing of excess aggregate off of the job site described in the Invitation to Bid, as directed by the Public Works Director.

The Invitation to bid date is February 16, 2016. Parties interested in submitting a response to this IFB will have until 10:00 AM Mountain Standard Time Wednesday, March 2, 2016 at which time they will be publicly opened and read. Bids will be accepted at Town Hall, 1314 11th Street, Parker Arizona.

Information regarding this IFB can be obtained from the Public Works Department at 1314 11th Street, or call (928) 669-9265.

The Town of Parker reserves the right to reject any or all bids and/or waive any defect in bids and to accept any bid which it shall deem to be in the best interest of the Town.

General Requirements:

This IFB will contain all requirements including the referenced project documents and intended contract agreements which will govern the project. However, the following items are for consideration by all interested participants who may plan to respond to the IFB.

Contractor will be expected to demonstrate the necessary construction capabilities and experience to plan and construct the project. References will be requested.

The contractor must hold a valid and current State of Arizona Contractor's License to be qualified to bid on this project.

The contractor must hold a valid and current Town of Parker Business License to be qualified to work on this project.

Contractor will need to provide a copy of their subcontractor list for this project.

Each bidder will need to demonstrate their capability to provide the required performance and payment bonds, and meet specified insurance requirements.

Prospective contractors are expected to perform a site visit to familiarize themselves with site conditions and requirements.

Selection Process:

Bidders will respond to the IFB by submitting a sealed bid with price documentation. The lowest responsible and responsive bid will be selected for contract award.

Town of Parker Contact Person:
Tim Edwards
Public Works Director
Phone: 928-669-9265
Email: pubworks1@ci.parker.az.us

END OF SECTION

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Project Information

- A. These documents constitute an Invitation for Bids (IFB) from prospective contractors (bidders) to provide the equipment, labor, materials, tools, transportation, and services necessary to complete the project described below:
- B. Project Name: Town of Parker Street Chip Seal Preservation Treatment
- C. Owner: Town of Parker, AZ.
 Project Manager: Tim Edwards – Public Works Director
 Address: 1314 11th Street, Parker, Az. 85344
 Phone/Fax: (928) 669-9265 / (928) 669-5247
 E-mail: pubwksdir@townofparkeraz.us
- D. Location:

Street Name	From	To	Segment Length (ft)	Pavement Width (ft)	R-0-W Width (ft)	Classification
4 th Street	Kofa Ave	Ocotillo Ave	5,600	30	100	Local
5 th Street	Kofa Ave	Ocotillo Ave	5,600	30	100	Local
6 th Street	Kofa Ave	Ocotillo Ave	6,700	30	100	Local
7 th Street	Kofa Ave	Ocotillo Ave	4,200	30	100	Local
8 th Street	Kofa Ave	Ocotillo Ave	6,700	30	100	Local
9 th Street	Kofa Ave	Ocotillo Ave	6,500	30	100	Local
Joshua Ave	14th Street	16th Street	7,100	30	100	Local
Kofa Ave	4th Street	7th Street	5,300	40	100	Local
Laguna Ave	4th Street	Agency Road	8,500	30	100	Local
Mohave Avenue	4th Street	8th Street	7,400	30	100	Local
Navajo Ave	4th Street	Agency Road	9,700	40	100	Local
Ocotillo Ave	3rd Street	Agency Road	9,300	30	100	Local

- E. Schedule:

Event	Event Date
Advertise Invitation for Bids	February 17, 2016
	February 24, 2016
Bid Opening: Bids due not later than 10:00 AM MST	March 2, 2016
Town Council Awards Bid	March 15, 2016
Notice of Award	March 16, 2016
Notice to Proceed	March 25, 2016
Project Completion	April 29, 2016

- F. The Owner reserves the right to change the schedule, or change or terminate the entire IFB process at any time.
- G. Total Estimated Project Budget – \$240,000.00

END OF SECTION

TOWN OF PARKER
Street Chip Seal Preservation Treatment

H. Project Description:

1. The Purpose of this project is to apply a preservation treatment to Town of Parker Streets utilizing a chip seal application. The qualified licensed contractor shall provide all labor, materials, equipment, tools, transportation and services for the application of a cationic, water-based asphalt emulsion product used primarily as a chip seal.
2. Contractor shall furnish a computer generated schedule for the work, listing the dates on which individual streets or locations are to be closed to traffic for surfacing. The Contractor shall adhere diligently to work schedule in the prosecution of the work. The Contractor must submit a traffic control plan for the project to the Project Manager for approval.
3. No asphalt chip seals shall be placed between the dates of November 1st through April 1st and between July 1st through August 31st, unless otherwise approved by the Public Works Director.
4. The chip seal shall be placed only when the roadway surface is dry and there is no imminent threat of rain. The roadway surface temperature must be at least 85° degrees Fahrenheit and rising, with air temperature at least 65° degrees Fahrenheit and rising.
5. Chip seal shall not be applied for at least seven (7) days after completion of new bituminous paving.
6. At least five (5) days prior to the beginning of chip seal operations, the Contractor shall notify all affected property owners, residents, businesses and agencies by an approved, written notice detailing streets and limits of work to be done and the hours of work. At least 48 hours prior to the beginning of scrub seal operations, the Contractor shall post all streets that are to be worked upon with approved "No Parking – Tow Away" signs at one hundred (100) feet intervals. These signs shall also state the day of the week and hours of no parking. If the work is not completed on the day scheduled, the Contractor shall re-notify and re-post the affected streets as stated above.
7. Prior to the chip seal operation on town streets the Contractor shall remove any and all vegetation within the limits of the chip seal by applying an approved herbicide. The herbicide shall be applied at least 10 days prior to the scrub seal operation, or as directed by the manufacturer of the approved herbicide. Reward and Round Up are pre-approved herbicides. All other herbicides shall be submitted by the contractor for approval by the Agency, and shall be certified for use in the State of Arizona for the specific use intended.
8. The qualified contractor shall be responsible for the travel, labor, materials, tools and equipment necessary to remove any and all vegetation and apply the herbicide prior to chip seal application. The treatment with herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities. Any violation of these requirements will result in the termination of this contract.
9. Prior to the chip seal operation, all personnel covers, drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's chip seal operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Public Works Director. All traces of plastic, residual emulsion and chips shall be removed from all personnel covers, drain inlet covers, monument covers, and all other utility covers as quickly as possible, after the application of the chip seal and/or prior to final acceptance of the project.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

10. Immediately prior to the chip sealing operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms on town streets and kick brooms.
11. All incidental work such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper. The chip seal shall be applied 0"-4" from the lip of the gutter. Where no curb or gutter exists, the chip seal shall be applied from edge of pavement to edge of pavement. The edges of the limits of the chip seal application on both sides of the street shall be maintained in a neat and uniform line. Chip seal shall not be applied on concrete gutters or pads unless directed by the Project Manager.
12. The bituminous material shall be applied as soon as possible after preparation of surfaces. At the time of application, temperatures of the asphalt shall be within the ranges specified. The Public Works Director may require a specific temperature within the ranges. Apply bituminous material at the rate specified.
13. The bituminous material shall be placed using a distributor as specified. Application methods shall ensure that a uniform distribution is obtained over the area to be sealed.
14. The chips shall be spread before the bituminous material sets. The maximum distance that the bituminous material is applied in advance of the chips will be determined by the Public Works Director.
15. The surfaces of structures, trees, and shrubbery adjacent to the area being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The CONTRACTOR shall be responsible for all damage to such structures or landscaping.
16. Immediately following the application of the bituminous material, the chips shall be spread with a self-propelled mechanical spreader. The chip spreading equipment shall be capable of applying a uniform application of cover material. The self-propelled requirement may be waived for projects under 10,000 square yards.
17. At the time of application, pre-coated aggregate shall be within the temperature range of 250° degrees Fahrenheit and 350° degrees Fahrenheit measured at a point 6 to 12 inches below the top of the load.
18. At the time of application, uncoated aggregate shall not contain moisture in excess of a saturated, surface dry condition when liquid or paving grade asphalt are used as the seal coat binder.
19. A minimum of two self-propelled pneumatic-tired rollers shall be used for the required rolling of the aggregate. The pneumatic-tired rollers shall be in good working condition and actively rolling at all times during the scrub seal operation. The pneumatic-tired rollers shall be a minimum 5 tons. The pneumatic-tired rollers shall be operated in such a manner to prevent the dislodging of newly applied aggregate.
20. All joints shall be constructed as approved by the Public Works Director such that there be a uniform application of cover material and bituminous material.
21. Surplus aggregate will be removed from the surface area by the CONTRACTOR within twenty-four (24) hours of application using self-propelled pick-up type sweepers. Surplus aggregate will be stockpiled at designated storage locations and/or properly disposed of. In no event will surplus aggregate be left on the pavement for more than one day (24 hours). All stray and scattered chips will be removed from intersections, adjacent sidewalks and driveways by the Contractor in a timely manner or as directed by the Project Manager. All newly resurfaced streets will require another full sweeping within one (1) week of the chip seal application with pick-up type sweepers. The Contractor will sweep each street until all loose aggregate has been removed.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

22. The aggregates screenings rate of application and corresponding emulsion spread rates shall conform to the following as shown below:

<u>Aggregate Application Rate</u>	<u>Emulsion Spread Rate</u>
For Grading A = 18 – 24 lbs / sy	.23 gals / sy - .26 gals / sy
For Grading B = 23– 27 lbs / sy	.26 gals / sy - .31 gals / sy
For Grading C = 25 – 31 lbs / sy	.29 gals / sy - .38 gals / sy

23. The Contractor shall exercise care to prevent material from being deposited on concrete surfaces. Each day the Contractor shall remove material from the surfaces not designated to be capped. No additional streets shall be chip sealed until this clean up has been performed. The method for the removal material shall be approved by the Project Manager, and is in conformance with all applicable federal, state and town environmental requirements.

24. Contractor shall be responsible for the addition of pavement markings for the following locations:

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Segment Length (ft)</u>
6th Street	Mohave Ave	Navajo Ave	420
8th Street	Mohave Ave	Navajo Ave	420
9th Street	Mohave Ave	Navajo Ave	420
Joshua Ave	14th Street	16th Street	800
Laguna Ave	Agency Road	9th Street	400
Mohave Ave	6th Street	8th Street	800
Navajo Ave	6th Street	Agency Road	1,600

Temporary pavement markers conforming to ADOT Standard Drawing 4-M-2.05 or equal shall be provided by the Contractor for placement on streets indicated in the Special Provisions or as indicated by the Public Works Director. The Contractor will be responsible for placing the markers prior to the chip seal being placed. Immediately after the application of the chip seal coat, the plastic covers will be removed exposing the reflective tape surface.

Contractor shall complete final pavement markings within 7 days of project completion. Pavement markings shall include center lines, stop bars, cross walks and parking as directed by the Public Works Director. Pavement markings shall be installed in accordance to the requirements of the Manual of Uniform Traffic Control Devices. All costs for Work Zone Traffic Control including flagging, temporary pavement markings, delineation, and construction signs are to be included in the prices bid per square yard as applicable.

25. The Contractor shall be responsible for the removal of all damaged materials, tools, equipment, and debris generated from performance of this work. Debris shall be contained on a daily basis.

26. Contractor must comply with all applicable federal, state, and local laws, and follow safe work practices of those authorities having jurisdiction. Specifically, the contractor are responsible for following all environmental health and safety regulations issued by the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) as set forth in the Code of Federal Regulations (CFR).

EQUIPMENT:

1. Distributor trucks shall be of the pressure type with insulated tanks. Gravity distributors will not be permitted.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

2. Spray bars and extensions shall be of the full circulating type. The spray bar shall be adjustable to permit varying height above the surface to be treated.
3. The nozzle spacings, center to center, shall not exceed 6 inches. The valves shall be operated so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from the nozzles shall be of a positive acting design so as to provide a uniform, unbroken spread of bituminous material on the surface.
4. The distributor shall be equipped with devices and charts to provide for accurate, rapid determination and control of the amount of bituminous material being applied. The distributor shall be equipped with a tachometer of the auxiliary wheel type registering speed in feet per minute. The distributor shall also be equipped with pressure gauges and an accurate thermometer for determination of the temperature of bituminous material. The spreading equipment shall be designed so that the uniform application of a bituminous material can be applied in controlled amounts ranging from 0.05 to 2.0 gallons per square yard. Transverse variation rate shall not exceed ten (10%) percent of the specified application rate. The distributor shall be equipped with a hose and nozzle attachment to be used for spotting skipped areas and areas inaccessible to the distributor. Distributor and booster tanks shall be maintained as to prevent dripping of bituminous material from any part of the equipment.
5. A self-propelled aggregate spreader with front discharge that can evenly distribute aggregate.
6. A minimum of two (2) pneumatic rollers weighing at least five (5) tons each.
7. Two (2) mechanically powered kick-brooms or vacuum type brooms.
8. A back pack blower for removing excess chips during the sweeping operation

MATERIALS:

1. CRS-2P is a polymer modified, cationic water-based emulsified asphalt designed for use as a bituminous binder for chip seals.

Properties	Test Procedure	Minimum	Maximum
Viscosity, Saybolt Furol, 122°F, sec.	T72	150	400
Sieve test, %	T59	-	0.1
Demulsibility, 35ml of 0.8% sodium dioctyl sulfosuccinate, %	T59	70	-
Storage stability, 1 day, %	T59	-	1
Particle charge	T59	Positive	
Distillation test:†	T59		
Residue by distillation, % by weight		65	-
Oil distillate, % by volume of emulsion		-	0.5
Tests on residue from distillation:			
Polymer content, wt. % (solids basis)		3.0	-
Penetration, 77°F, 100g, 5 sec.	T49	90	150
Viscosity, 140°F, poise	T202	1,300	-
Solubility in trichloroethylene, %	T44	97.0	-
Ductility‡, 39.2°F, 5 cm/min., cm	T51	50	-
Elastic recovery‡, 50°F, %		55	-

†. Exception to T59: Bring the temperature on the lower thermometer slowly to 350°F ±0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ±5 min. from the first application of heat.

‡CRS-2P must meet one of either the ductility or elastic recovery requirements. Sample should be easily removable from the mold.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

2. The emulsion manufacturer, through the contractor, shall submit to the agency certification that the emulsion meets the specification. The manufacturer of the Rejuvenating Agent, through emulsion supplier and the contractor, shall submit to the agency test results on the Rejuvenating Agent and certification that the Rejuvenating Agent meets the required specifications. The agency will not accept test results dated more than 90 days from the date of bid opening.
3. Certifications and test results on the emulsion must be submitted to the agency and approved by the agency 5 days prior to supplying material.
4. Prior to and during the project the agency may require samples of the finished emulsion, rejuvenating agent and the latex used in the emulsion to be submitted to the agency designated laboratory for testing. All testing shall be at the Agency's expense.
5. The sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way. Arrangements for these sites shall be the responsibility of the Contractor. If on private property, a written agreement shall be provided to the Engineer prior to commencing operations. For purposes of this contract the construction zone is defined to be the stockpile area, the area to be sealed, and all streets and public rights-of-way in between.
6. The Aggregate Screenings shall conform to the following requirements prior to placing on the roadway.

***Screening Aggregates - shown by Grading Type and % passing**

Grading		A			B			C		
		1/4 X #10			5/16 X #8			3/8 X #6		
1/2	(12.5 mm)	100	100	100	100	100	100	100	100	
3/8	(9.5 mm)	100	100	100	100	100	90 - 100	90 - 100	90 - 100	
#4	(4.75mm)	60 - 80	60 - 80	35 - 55	35 - 55	35 - 55	5 - 20	5 - 20	5 - 20	
#8	(2.36mm)	0 - 15	0 - 15	0 - 10	0 - 10	0 - 10	0 - 7	0 - 7	0 - 7	
#16	(1.18mm)	0 - 5	0 - 5	0 - 5	0 - 5	0 - 5	0 - 5	0 - 5	0 - 5	
#30	(600 um)	0 - 4	0 - 4	0 - 4	0 - 4	0 - 4	0 - 4	0 - 4	0 - 4	
#200	(75 um)	0 - 3	0 - 3	0 - 3	0 - 3	0 - 3	0 - 3	0 - 3	0 - 3	

*Grading Type shall be that specified in the Bid Schedule

7. Storage and Handling: The contractor shall take all precautions in handling, storing and applying the project materials and equipment so as not to damage the product or damage the environment.

END OF SECTION

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Instructions to Bidders

Contractors are invited to participate in the competitive selection process for the Services outlined in this IFB. Responding parties shall review their Bid submissions to ensure the following requirements are met.

1. Examine thoroughly the IFB documents and all addenda. Submission of a response to the IFB shall be considered evidence that the contractor has fully studied the entire contents of this Invitation for Bid, has examined the site of the work and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract documents;
2. Contractors will respond to the IFB by submitting a sealed Bid with price documentation. Responding parties shall review their Bid submissions to ensure all IFB requirements are met.
3. Visit the site to become familiar with and satisfy the bidder as to the general, local, and site conditions that may affect cost, progress, or performance of the work;
4. Consider federal, state, and local laws and regulations that may affect cost, progress, and performance of the work;
5. Study and carefully correlate the bidder's knowledge and observations with the IFB Documents and other related data;
6. Promptly notify the Owner of all conflicts, errors, ambiguities, and discrepancies, which the bidder has discovered in the IFB documents.
7. At any time prior to the specified Bid Due Date and Time, a Contractor (or designated representative) may amend or withdraw its Bid. Any erasures, interlineations, or other modifications in the Bid shall be initialed in **original ink** by the authorized person signing the Bid. Facsimile, electronic (e-mail) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Due Date and Time. Consider federal, state, and local laws and regulations that may affect cost, progress, and performance of the work;
8. All Bids shall be sealed and clearly marked with the IFB number and title, **(IFB 2016-PW001 Street Chip Seal Preservation Treatment)** on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, any Bids not properly addressed or identified.
9. All Bids shall be directed to the following address: Town of Parker, Public Works Department, 1314 11th Street, Parker, Arizona, 85344, or hand-delivered to the Town of Parker by the Bid Due Date and Time indicated on the **Procurement and Selection Process** of this IFB.
10. All Bids must be submitted at the place and before the time prescribed in the **Procurement and Selection Process**. It is the bidders' sole responsibility to see that the Price Bid is received by the proper time. A Price Quotation received after that time will not be considered.
11. Submit one (1) copy only of the Price Bid Form completed and signed. Indicate project name, date, bidder name and the words "Price Bid" on the envelope. Include the Bid security in the same envelope.
12. All blanks on the Bid Form must be completed by printing in black ink or by typewriter/computer. Amounts shall be stated both in words and figures where required. The Price Bid Form shall contain an acknowledgement of receipt of all addenda, the numbers of which must be filled in on the Quotation Form.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

13. In addition to signatures, names must be typed or printed in black ink. The address and telephone number for communications regarding the quotation must be shown.
14. Quotation Security: Price Bids shall include quotation security in the amount of 10% of bid amount and in the form of either a bid bond or a cashier's check.
15. Submit a copy of a current State of Arizona Contractor's License demonstrating that the contractor is duly licensed to perform construction services in the State of Arizona. Out of State Contractors license shall not be permitted.
16. Bids by joint venture partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
17. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
18. In order to allow for an adequate evaluation, the Town requires the Bid to be valid and irrevocable for **90** days after the Bid Due Date and Time indicated on the cover of this IFB.
19. All Bids shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code and state law.
20. If a Contractor believes that a Bid or protest contains information that should be withheld from the public record, a statement advising the Town Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Contractor as confidential shall not be disclosed until the Town Attorney makes a written determination. The Town Attorney shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Town Attorney determines to disclose the information, the Town Representative shall inform the Contractor in writing of such determination.
21. All Contractors shall (A) examine the entire IFB, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Bid and (D) submit the entire Bid by the Bid Due Date and Time. Late Bids will not be considered. A Contractor submitting a late Bid shall be so notified. Negligence in preparing a Bid confers no right of withdrawal after the Bid Due Date and Time.
22. Failure to sign the Bid, or signing it with a false or misleading statement, shall void the submitted Bid and any resulting Agreement.

END OF SECTION

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Communication

1. Oral communications with the Owner are not allowed prior to contract award. Verbal or telephone inquiries directed to Town staff **will not be answered**.
2. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the Project Schedule of this IFB or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the Project Schedule of this IFB (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on Project Schedule of this IFB. In the event the Town is closed on the Final Date for Inquiries, the Contractor shall submit the question(s) to the Town Representative via e-mail or voicemail. Any inquiries related to this IFB shall refer to the number and title, page and paragraph. However, the Contractor shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until after the Bid Due Date and Time.
3. All questions requiring further information will be addressed by addenda. Owner will respond as required to Contractors' written inquiries by addenda to this IFB issued through sent via facsimile and/or e-mailed to all parties who obtained an IFB package from the Town and who legibly provided their mailing address, facsimile and/or e-mail address to the Town. Questions may be directed to:

Tim Edwards
Public Works Director
Town of Parker
1314 11th Street Parker Arizona 85344
pubwksdir@townofparkeraz.us
4. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the Project Schedule of this IFB.
5. If it is necessary to conduct a Pre-Submittal Conference, the date and time of the conference will be indicated on the Project Schedule of this IFB. Pre-Submittal Conferences will be held at 1314 11th Street, Parker Arizona unless otherwise noted in the IFB. The purpose of any conference will be to clarify the contents of this IFB in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at this conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to this IFB. Any addendum issued as a result of any change in this IFB shall become part of the IFB and must be acknowledged in the Bid submittal. Failure to indicate receipt of the addendum shall result in the Bid being rejected as non-responsive.

END OF SECTION

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Procurement and Selection Process

General:

This is a one-step procurement process to select a contractor to perform work to apply a cationic, water-based asphalt emulsion product used primarily as a chip seal. The successful bidder will be selected on the basis of minimum qualifications and price items to provide the overall best value to the Owner. Bidders will respond to this IFB by submitting a price bid form, bid bond and a list of references of projects completed of like size and type and other pertinent documentation that indicate qualifications.

Selection Process:

- A. Bidders obtain and review the IFB document and make inquiries as required.
- B. Bidders shall prepare and submit price bids and references: No compensation will be made to bidders for preparation of their response submittals to the IFB.
- C. Bid shall be publically opened and read at 10:00 AM Mountain Standard Time, Wednesday March 2, 2014, in the Council Chambers, located at 1314 11th Street, Parker Arizona. The official time will be as shown on the clock located in the Council Chambers. The name of each Contractor and the identity of the IFB for which the Bid was submitted shall be publicly read and recorded in the presence of witnesses.
- D. Price tabulation will be completed and references checked for accuracy and past performance.
- E. Agreements are awarded to the lowest responsible and responsive Contractor whose Bid is determined, in writing, to be the most advantageous to the Town and best meets the overall needs of the Town taking into consideration the evaluation criteria set forth in this IFB. The amount of applicable transaction privilege or use tax of the Town shall not be a factor in determining the most advantageous Bid.
- F. The Town shall issue Notice of Award the Agreement to the lowest responsible and responsive Contractor.
- G. Prior to the award of the Agreement, the successful Contractor shall (A) be licensed to do business in Arizona and (B) have a completed Town of Parker Business License on file with the Town Finance Department. The Contractor shall provide licensure information with the Bid. Corporations and Limited Liability Companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission. Limited partnerships shall be able to provide a Certificate of Existence from the Arizona Secretary of State.
- H. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to: (A) waive any immaterial defect or informality, (B) reject any or all Bids or portions thereof and/or (C) reissue an IFB.
- I. A Bid is an offer to contract with the Town based upon the terms, conditions and specifications contained in this IFB and the Contractor's responsive Bid, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. No contractual relationship shall be established until Town has approved the Award of and signed the Contract with the Contractor.
- J. The Town shall consider as "irregular" or "non-responsive" and reject any Bid not prepared and submitted in accordance with this IFB, or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Town:
 - a. Contractor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

- b. Contractor has a past record of failing to fully perform or fulfill contractual obligations.
 - c. Contractor cannot demonstrate financial stability.
 - d. Contractor's Bid contains false, inaccurate or misleading statements that, in the opinion of the Town Manager or authorized designee, is intended to mislead the Town in its evaluation of the Bid.
- K. By submitting a Bid, the Contractor certifies:
- a. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.
 - b. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer or agent in connection with the submitted Bid. It (including the Contractor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Department Heads, and other Town staff. All contact must be addressed to the Town's Public Works Department, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Bid and any resulting Agreement.
 - d. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.
 - e. No Signature/False or Misleading Statement. Failure to sign the Bid, or signing it with a false or misleading statement, shall void the submitted Bid and any resulting Agreement.

END OF SECTION

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Other Terms and Procedures

A. Availability of Documents: Complete sets of Invitation for Bid (IFB) Documents and attachments, including Owner provided information may be obtained at the Town of Parker Public Works Department located at 1314 11th Street in Parker, AZ. IFB documents may also be requested to be sent electronically by email or by U.S. Postal Service.

B. Arrangements may be made with the owner's representative for site visits by contacting the Project Manager listed on page 4.

C. Sales and Use Taxes: Owner is not exempt from state sales taxes on materials and equipment to be incorporated into the work. Sales taxes shall be included in the Price Quotation items.

D. Contract Time: The specific dates within which the construction is to be completed will be incorporated into the Agreement. See Project Schedule for completion time(s).

E. All materials submitted will become the property of the Owner, and shall be subject to laws and regulations pertaining to access to public information. No guarantee of privacy or confidentiality is offered or implied by the Owner.

F. Acceptance, Award, and Rejection:

1. Owner may conduct such other investigations as Owner deems necessary to assist in the evaluation of any quotation and to establish the responsibility, qualifications, and financial ability of bidders, proposed subcontractors, suppliers, and other individuals and entities to perform the work in accordance with the Contract Documents.
2. Owner reserves the right to reject any or all submittals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional quotations, including those who do not follow the instructions and requirements of this IFB.
3. Owner reserves the right to reject the submittal of any bidder if Owner believes that it would not be in the best interest of the Town of Parker to make an award to that bidder, whether because the quotation is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.
4. Owner also reserves the right to waive all informalities not involving price, time, or changes in the work and, at its sole option, to negotiate contract terms and conditions with the apparent successful bidder.
5. Disqualification: Any bidder may be disqualified due to breach of IFB procedures.
6. Execution of Agreement of Services: When the Owner gives a Notice of Intent to Award to the successful bidder, the bidder shall be expected to execute the Agreement within ten (10) days thereafter and deliver the required legal and insurance documentation.
7. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Project is not completed within the time specified in Paragraph D above, plus any extensions thereof allowed in accordance with the General Conditions. They also

TOWN OF PARKER
Street Chip Seal Preservation Treatment

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect consequential, incidental and any other losses or damages) suffered by Owner if a complete acceptable Project is not delivered on time.

Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner \$3,600.00 for each calendar day after the contract time specified in this IFB.

8. The CONTRACTOR shall pay his subcontractors and material suppliers within seven (7) calendar days of receipt of each progress payment in accordance with Arizona Revised Statutes (A.R.S.) 34-221G. In the event the CONTRACTOR fails to perform any portion of the work in accordance with the Contract Documents, the OWNER may at its sole discretion file notice and/or claim of such failure with CONTRACTOR'S Surety.
9. Termination. The Town may terminate this Agreement at any time for convenience, with 10 days notice to the Contractor. Under any termination of this Agreement by the Town, Contractor shall be paid for the Work provided under this Agreement up to and including the date of Contractors receipt of the notice of Termination of the Agreement, subject to the availability of funds therefore.
10. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Town. The Town retains the legal right to randomly inspect the papers and records of the Contractor or subcontractor employee who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.
11. The Laws of the State of Arizona shall govern this Agreement. It constitutes the entire agreement between the Parties. No provision of the Agreement, including this Paragraph, may be modified or amended unless the modification or amendment is in writing and signed by the Parties. If any provision of the Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force. The Agreement shall be executed in two originals, one original for each of the Parties, each of which shall be a full and complete Agreement. This Agreement may be cancelled pursuant to the provisions of A.R.S. § 38-511.
12. Indemnification – as is set forth in Article 7 of the Standard Form of General Conditions of Agreement Between Owner and General Contractor, attached hereto in the Appendix.
13. The Contractor warrants and represents that it is now and during the term of this Agreement it will remain: (1) an affirmative action employer committed to equal employment opportunity; and (2) in compliance with all applicable federal, state and local statutes, rules, regulations and orders regarding recruitment and employment.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

14. Severability. In the event any court of competent jurisdiction holds any provision in this Agreement invalid, the remaining provisions in the Agreement shall be deemed severable and shall remain in full force and effect.

15. Any litigation or action brought regarding this Agreement by either Party shall be brought in the Superior Court of La Paz County, Arizona. 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's and collection expenses, witness fees, court costs, and reasonable attorneys fees incurred shall be paid to the prevailing party.

16. The Contractor shall forward all communications to the Town Manager, the Town's General Representative, or her designated representative except where otherwise directed by the Town Manager. The Town shall forward all communications to _____, the Contractor's Representative.

17. Protection of Persons and Property. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in compliance with all local, state and federal laws and regulations. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss, to: (1) all persons engaged in the Work and all other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor; and (3) other property at the site or adjacent thereto.

18. Contractor shall not assign the Agreement, or any part thereof, or funds to be received there under, without the prior written consent of the Town and unless the surety has been given due notice of such assignment in writing by the Contractor and has consented to such assignment in writing and submitted such a consent to the Town. This Agreement shall be binding on all successors and assigns to this Agreement. Assignment is deemed to include, but not be limited to, in the event Contractor is a corporation, partnership, or any other entity in which more than one person owns, or has the ability to own an interest in the Contractor, a change in the ownership of said entity in excess of ten percent (10%).

END OF SECTION

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Bid Form

PROJECT IDENTIFICATION

A. Project Name: Town of Parker Street Chip Seal Preservation Treatment

B. Owner: Town of Parker, AZ

Project Manager: Tim Edwards – Public Works Director

Address: 1314 11th Street, Parker, Az. 85344

Phone/Fax: (928) 669-9265 / (928) 669-5247

E-mail: pubwksdir@townofparkeraz.us

C. Date of Issuance of Invitation for Bids (IFB) February 16, 2016.

D. Street Schedule

Street Name	From	To	Chip Seal Treatment Estimated Square Yards	Cost Per Square Yard	Cost Per Road Segment
4 th Street	Kofa Ave	Ocotillo Ave	5,600		
5 th Street	Kofa Ave	Ocotillo Ave	5,600		
6 th Street	Kofa Ave	Ocotillo Ave	11,200		
7 th Street	Kofa Ave	Ocotillo Ave	4,200		
8 th Street	Kofa Ave	Ocotillo Ave	5,600		
9 th Street	Kofa Ave	Ocotillo Ave	5,600		
Joshua Ave	14th Street	16th Street	7,100		
Kofa Ave	4th Street	7th Street	5,300		
Laguna Ave	4th Street	Agency Road	8,000		
Mohave Avenue	4th Street	8th Street	5,300		
Navajo Ave	4th Street	Agency Road	10,600		
Ocotillo Ave	3rd Street	Agency Road	9,300		

E. Bid to: Town of Parker, Arizona (Owner)

F. Bidder: _____

BIDDER'S OBLIGATIONS AND REPRESENTATIONS

1. The undersigned Bidder proposes and agrees that prices provided herein are firm, including all escalation and contingencies, and meet the terms and conditions of the Agreements for Services, as applicable.
2. The undersigned Bidder proposes and agrees, if this Price Bid is accepted, to enter into an Agreement for Services with the Owner in the form included in the IFB documents to perform all Services as specified or indicated in the IFB documents, for the Contract Price, and within the Contract Times specified in this Bid, in accordance with all other terms and conditions of the Contract Documents.
3. This Bid will constitute one of the Contract Documents; except for provisions that contradict the requirements of the IFB Documents and that are not specifically accepted by the Owner by means of written Addendum prior to execution of the Agreement.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

4. This Bid will remain subject to acceptance for 90 days from the date of submittal of this Bid. The Bidder will sign and deliver the required number of copies of the Agreement with any documents required by the Instructions to Bidders, within 10 days after the date of the Owner's Notice of Intent to Award.

5. In submitting this Bid, the Bidder represents and agrees, as more fully set forth in the Agreement, that:

a. The Bidder has examined and carefully studied the IFB Documents, including:

i. Addendum No. _____, dated _____.

ii. Addendum No. _____, dated _____.

iii. Addendum No. _____, dated _____.

b. The Bidder has visited the site and become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the work.

c. The Bidder is familiar with all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

d. The Bidder has carefully studied all data relating to existing surface and subsurface conditions and structures, which has been furnished or made available by Owner.

e. The Bidder is aware of the general nature of the work to be performed by the Owner and other at the site that relates to the work for which this Quotation is submitted.

f. The Bidder has correlated the information known to the Bidders, information and observations obtained from visits to the site, reports and drawings identified in the IFB Documents, and all additional examinations, investigations, explorations, tests, studies, and data furnished by the Owner.

g. The Bidder has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the IFB Documents and the written resolution thereof by the Owner is acceptable to the Bidder, and the IFB Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Bid is submitted.

h. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Quotation; the Bidder has not solicited or induced any individual or entity to refrain from submitting a Quotation; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

THE BIDDER WILL COMPLETE THE WORK AND / OR SERVICES IN ACCORDANCE WITH THE IFB DOCUMENTS AND THE CONTRACT AGREEMENTS FOR THE FOLLOWING PRICE: (enter all costs in both words and figures)

Services include work and services necessary to provide equipment, labor, materials, tools, transportation, and services necessary for the services for the application of a cationic, water-based asphalt emulsion product used primarily as a chip seal.

A fixed lump-sum amount for the design and construction of the proposed facility as depicted in the Project Description attached herewith in the amount of:

_____ Dollars (\$_____)

Notes: In establishing above amount, Bidder shall take into consideration all Agreement provisions, including those applicable to liquidated damages.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

CONTRACT TIME -- THE BIDDER AGREES THAT:

The project shall be substantially completed within _____ calendar days after Notice to Proceed is issued.

Bid Security in the amount of _____ Dollars (\$ _____ .) in the form of a (Bid Bond) (Cashier's Check). Strike out inapplicable form of security.

MISCELLANEOUS

A. Communications from the Owner concerning this Bid shall be directed to the individual at the address, phone number, and facsimile number of the Bidder indicated below.

B. The terms used in this Bid, which are defined in the Standard Form of General Conditions of Agreement Between Owner and General Contractor, have the meanings assigned to them in the Contract Documents. Terms defined in the Instructions to Bidders are used with the same meanings in this Bid.

A. State of Incorporation: _____

B. Out-of-State Corporation Business Authorization: Attached? (Yes) (No)

C. Arizona Registrar of Contractors License Number: _____

TOWN OF PARKER
Street Chip Seal Preservation Treatment

OFFER

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

Bidder is submitting this Bid for award of (check one): Entire Bid Only: <input type="checkbox"/> * or Line Item Award: <input type="checkbox"/>		
*Bidder agrees and understands that, in the event the Town determines it will award by line item, a selection of "entire bid only" will result in the Town not considering any portion of the Bid for award.		
Arizona Transaction (Sales) Privilege Tax License Number: _____ Federal Employer Identification Number: _____ <div style="text-align: center;">Contractor Name</div> _____ <div style="text-align: center;">Address</div> _____ <div style="display: flex; justify-content: space-between;"> City State Zip Code </div>	For Clarification of this Bid contact: Name: _____ Telephone: _____ Facsimile: _____ Email: _____ <div style="text-align: center;">Authorized Signature for Contractor</div> _____ <div style="text-align: center;">Printed Name</div> _____ <div style="text-align: center;">Title</div> _____	
ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR TOWN OF PARKER ONLY)		
Effective Date: _____ Contract No. _____ Official File: _____		
TOWN OF PARKER, an Arizona municipal corporation _____ Lori Wedemeyer, Town Manager		
ATTEST: _____ Candy Cockrell, Town Clerk	APPROVED AS TO FORM: _____ Scott W. Ruby, Town Attorney	

**TOWN OF PARKER
Street Chip Seal Preservation Treatment**

Appendix

**Standard Form of General Conditions of Agreement
Between Owner and General Contractor**

Table of Contents

Article 1: General	23
Article 2: General Contractor’s Services and Responsibilities.....	24
Article 3: Owner’s Services and Responsibilities.....	27
Article 4: Hazardous Materials and Differing Site Conditions.....	28
Article 5: Insurance and Bonds.....	29
Article 6: Payment.....	31
Article 7: Indemnification.....	34
Article 8: Time.....	36
Article 9: Changes to Contract Price and Time.....	37
Article 10: Contract Adjustments and Disputes.....	39
Article 11: Stop Work and Termination.....	40
Article 12: Affirmative Action.....	42
Article 13: Hazardous Materials.....	43
Article 14: Miscellaneous.....	47

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Article 1 - General

1.1 Mutual Obligations

1.1.1 Owner and General Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 “Agreement” refers to the executed contract between Owner and General Contractor under Standard Form of Agreement.

1.2.2 “Day” or “Days” shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 “Design Consultant” is a qualified, licensed design professional who is not an employee of General Contractor, but may be retained by General Contractor, or employed or retained by anyone under contract with General Contractor or Subcontractor, to furnish design services required under the Contract Documents.

1.2.4 “Hazardous Materials” are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.5 “General Conditions of Contract” refer to the Standard Form of General Conditions of Contract Between Owner and General Contractor.

1.2.6 “Legal Requirements” are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.7 “Owner’s Project Criteria” are developed by or for Owner to describe Owner’s program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing General Contractor’s performance of the Work. Owner’s Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

1.2.8 “Site” is the land or premises on which the Project is located.

1.2.9 “Subcontractor” is any person or entity retained by General Contractor as an independent contractor to perform a portion of the Work and shall include material men and suppliers.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

1.2.10 “Sub-Subcontractor” is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor’s Work and shall include material men and suppliers.

1.2.11 “Substantial Completion” is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.12 “Work” is comprised of all General Contractor’s construction, testing, commissioning and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2 - General Contractor’s Services and Responsibilities

2.1 General Services

2.1.1 General Contractor’s Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. General Contractor’s Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of General Contractor. General Contractor’s Representative may be replaced only with the mutual agreement of Owner and General Contractor.

2.1.2 General Contractor shall provide Owner with a periodic status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule and the status of planned project procurements, (ii) discrepancies, conflicts, or ambiguities existing in the Contract Documents that require resolution, (iii) health and safety issues existing in connection with the Work and (iv) other items that require resolution so as not to jeopardize General Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 General Contractor shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner’s review and response. The schedule shall confirm the agreed dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable General Contractor to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve General Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner’s review of and response to the schedule shall not be construed as relieving General Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet for a kick-off meeting within ten (10) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals, quality management, safety, site

TOWN OF PARKER
Street Chip Seal Preservation Treatment

operations, and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Legal Requirements

2.2.1 General Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.2.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate General Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions General Contractor is required to make to the Construction Documents because of changes in Legal Requirements.

2.3 Government Approvals and Permits

2.3.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, General Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.3.2 General Contractor shall provide all required assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.4 General Contractor's Construction Services

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, General Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit General Contractor to complete construction, testing and commissioning of the Project consistent with the Contract Documents.

2.4.2 General Contractor shall perform all construction, testing and commissioning activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. General Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 General Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to General Contractor's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts General Contractor's cost and/or time of performance.

2.4.4 General Contractor assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual

TOWN OF PARKER
Street Chip Seal Preservation Treatment

relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.5 General Contractor shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, General Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.6 General Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit General Contractor to perform its construction services efficiently, safely and without interfering with normal traffic of vehicles and other uses of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, General Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.5 General Contractor's Responsibility for Project Safety

2.5.1 General Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. General Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. General Contractor shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, General Contractor's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with General Contractor's personnel, Subcontractors and others as applicable.

2.5.2 General Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. General Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.5.3 General Contractor's responsibility for safety under this Section 2.5 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

2.6 General Contractor's Warranty

General Contractor warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. General Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than General Contractor or anyone for whose acts General Contractor may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty, which provides Owner with greater warranty rights than set forth in this Section 2.6 or the Contract Documents. General Contractor will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.7 Correction of Defective Work

2.7.1 General Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.6 hereof, within the period of warranty, which shall be one year from the date of Substantial Completion of the Work or within such longer period to the extent required by the Contract Documents.

2.7.2 General Contractor shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If General Contractor fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide General Contractor with written notice that Owner will commence correction of such nonconforming Work with its own forces or third parties. If Owner does perform such corrective Work, General Contractor shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed inapplicable.

2.7.3 The warranty period referenced in Section 2.7.1 above applies only to General Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding General Contractor's other obligations under the Contract Documents.

Article 3 - Owner's Services and Responsibilities

3.1 Owner shall, throughout the performance of the Work, cooperate with General Contractor and perform its responsibilities, obligations and services in a timely manner so as not to delay or interfere with General Contractor's performance of its obligations under the Contract Documents.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

3.2 Owner shall provide timely reviews and approvals of interim General Contractor submissions and Construction Documents consistent with the turnaround times set forth in General Contractor's schedule.

3.3 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable General Contractor to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.4 Owner shall be responsible for providing Owner-supplied information and approvals in a timely manner to allow General Contractor to fulfill its obligations under the Contract Documents. Owner shall also provide General Contractor with prompt notice if it observes any failure on the part of General Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.5 As indicated as an Owner responsibility, Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List. Owner shall provide reasonable assistance to General Contractor in obtaining those permits, approvals and licenses that are General Contractor's responsibility.

3.6 Owner is responsible for all work performed on the Project or at the Site by any separate contractors under Owner's control. Owner shall contractually require its separate contractors, if any, to cooperate with, and coordinate their activities with the General Contractor so as not to interfere with the timely completion of the Work consistent with the Contract Documents.

Article 4 - Hazardous Materials and Differing Site Conditions

4.1 Hazardous Materials

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, General Contractor is not responsible for any Hazardous Materials encountered at the Site. Upon encountering any Hazardous Materials, General Contractor will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Materials, Owner shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

4.1.3 General Contractor shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been

TOWN OF PARKER
Street Chip Seal Preservation Treatment

obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 General Contractor will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent General Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

4.1.5 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Materials introduced to the Site by General Contractor, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, General Contractor shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents for, from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to the Site by General Contractor, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions

Except for the unknown existence of Hazardous Materials or man – made buried objects, General Contractor accepts full responsibility for concealed latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work. Such conditions are collectively referred to herein as "Differing Site Conditions." If General Contractor encounters a Differing Site Condition, General Contractor will accommodate such condition in performing to meet the Contract Documents, and will not be entitled to an adjustment in the Contract Price and/or Contract Time(s) under the Agreement. If it becomes known that Hazardous Materials exist, General Contractor will proceed in accordance with Article 13, Hazardous Materials, and will be entitled to reimbursement as approved by the Owner.

Article 5 - Insurance and Bonds

5.1 General Contractor's Insurance Requirements

5.1.1 General Contractor is responsible for procuring and maintaining from insurance companies authorized to do business in the State of Arizona in which the Project is located, and with a minimum rating set forth in the Agreement, the following insurance coverage's for certain claims which may arise from or out of the performance of the Work and obligations under the Contract Documents:

1. Coverage for claims arising under workers' compensation, disability and other similar employee benefit laws applicable to the Work;
2. Coverage for claims by General Contractor's employees for bodily injury, sickness, disease, or death;

TOWN OF PARKER
Street Chip Seal Preservation Treatment

3. Coverage for claims by any person other than General Contractor's employees for bodily injury, sickness, disease, or death;
4. Coverage for usual personal injury liability claims for damages sustained by a person as a direct or indirect result of General Contractor's employment of the person, or sustained by any other person;
5. Coverage for claims for damages (other than to the Work) because of injury to or destruction of tangible property, including loss of use;
6. Coverage for claims of damages because of personal injury or death, or property damage resulting from ownership, use and maintenance of any motor vehicle; and
7. Coverage for contractual liability claims arising out of General Contractor's obligations under Section 7.4.1 hereof.

5.1.2 General Contractor's liability insurance required by Section 5.1.1 above shall be written for the coverage amounts set forth in the Agreement and shall include completed operations insurance for the period of time set forth in the Agreement.

5.1.3 To the extent Owner requires General Contractor or any of the General Contractor's Consultant to provide professional liability insurance for claims arising from the negligent performance of General Contractor services by General Contractor or the General Contractor's Consultant, the coverage limits, duration and other specifics of such insurance shall be as set forth in the Agreement. Such policies shall be provided prior to the commencement of any services hereunder.

5.1.4 Prior to commencing any construction services hereunder, General Contractor shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner.

5.2 Owner's Liability Insurance

Owner shall maintain liability insurance coverage's to the extent necessary from insurance companies authorized to do business in the State of Arizona to protect Owner from claims, which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 General Contractor - Builder Property Insurance ("Builder's Risk")

5.3.1 Unless otherwise provided in the Contract Documents, General Contractor shall procure and maintain property insurance from insurance companies authorized to do business in the State of Arizona upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by General

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Contractor shall include as additional insured's the interests of Owner, General Contractor, General Contractor Consultants, Subcontractors and Sub-Subcontractors, and shall insure against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in General Contractor's Application for Payment and approved by Owner.

5.3.2 Unless the Contract Documents provide otherwise, General Contractor shall procure and maintain boiler and machinery insurance that will include the interests of Owner, General Contractor, General Contractor Consultants, Subcontractors and Sub-Subcontractors.

5.3.3 Prior to commencing any Work, General Contractor shall provide Owner with certificates evidencing that (i) all General Contractor's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until General Contractor has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. General Contractor's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. General Contractor shall provide Owner with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under General Contractor's property insurance shall be adjusted with Owner and General Contractor and made payable to both of them as trustees for the insured's as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 General Contractor and Owner shall, where appropriate, require waivers of subrogation from Owner's separate contractors, General Contractor Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

5.4 Bonds and Other Performance Security

Unless otherwise indicated in the Agreement, Performance and Statutory bonds will be required for the full value and scope of services of the Project. The form and other conditions of providing such security shall be as set forth in the Agreement.

Article 6 – Payment

6.1 Invoicing Plan

Within ten (10) days after execution of the Agreement, General Contractor shall submit for Owner's review and approval an invoicing plan for all of the Work, based on the Contract Price and Schedule. The Invoicing Plan will (i) subdivide the Work into its respective parts,

TOWN OF PARKER
Street Chip Seal Preservation Treatment

(ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to General Contractor throughout the Work.

6.2 Monthly Progress Payments

6.2.1 On or before the date established in the Agreement, General Contractor shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof. Items to be invoiced based on lump sums or fixed unit prices may be invoiced according to agreed progress of the Work. Items invoiced to be included in the Cost of the Work shall be supported by specific documentation justifying the cost of such items.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 The Application for Payment shall constitute General Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon General Contractor's receipt of payment, whichever occurs earlier.

6.2.4 Based on site inspections and Work progress review, General Contractor Consultant will verify that the invoiced progress of the Work is accurately reflected, meets the quality requirements of the Contract Documents, and is in accordance with the General Contractor plans and specifications issued for construction of the Work.

6.2.5 Owner may retain the amounts authorized under Arizona law, from any progress payment made under this Agreement.

6.3 Withholding of Payments

6.3.1 On or before the date established in the Agreement, Owner shall pay General Contractor all amounts properly due. If Owner determines that General Contractor is not entitled to all or part of an Application for Payment, it will notify General Contractor in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures General Contractor must take to rectify Owner's concerns. General Contractor and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, General Contractor may pursue its rights under the Contract Documents, including those under Article 10 hereof.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay General Contractor all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 The General Contractor shall perform quality assurance reviews of the construction work in progress and completed to assure that the quality control procedures and tests have been performed as required, and are acceptable in accordance with the Contract Documents.

6.5 General Contractor's Payment Obligations

General Contractor will pay General Contractor's Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts General Contractor has received from Owner on account of their work. General Contractor will impose similar requirements on General Contractor's Consultants and Subcontractors to pay those parties with whom they have contracted. General Contractor will indemnify and defend Owner against any claims for payment.

6.6 Substantial Completion

6.6.1 General Contractor shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within five (5) days of Owner's receipt of General Contractor's notice, Owner and General Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete in the opinion of the Owner, General Contractor shall prepare a Certificate of Substantial Completion for approval and issue by the Owner that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and General Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to General Contractor all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to that specified in the Agreement for the estimated value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for that portion of Work addressing the items set forth in Section 6.6.1 above, (ii) General Contractor and Owner have obtained the consent of their sureties and insurers and the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and General Contractor agree that Owner's use or occupancy will not interfere with General Contractor's completion of the remaining Work.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

6.7 Final Payment

6.7.1 After receipt of a Final Application for Payment from General Contractor, Owner shall make final payment by the time required in the Agreement, provided that General Contractor has completed all of the Work in conformance with the Contract Documents.

6.7.2 At the time of submission of its Final Application for Payment, General Contractor shall provide the following information:

1. an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
2. a general release executed by General Contractor waiving, upon receipt of final payment by General Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
3. consent of General Contractor's surety, if any, to final payment;
4. all operating manuals, warranties and other deliverables required by the Contract Documents;
5. record plans and specifications including all changes and additions made during the construction, testing and commissioning of the Project;
6. quality documentation for the construction and testing of the Project, signed by the General Contractor as accurate and complete, and that the Work meets performance specification requirements established for the Project; and
7. certificates of insurance confirming that required coverage's will remain in effect consistent with the requirements of the Contract Documents.

Article 7 - Indemnification

7.1 Patent and Copyright Infringement

7.1.1 General Contractor shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to General Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. General Contractor shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or General Contractor in any such action or proceeding. General Contractor agrees to keep Owner informed of all developments in the defense of such actions.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, General Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If General Contractor cannot so procure such right within a reasonable time, General Contractor shall promptly, at General Contractor's option and at General Contractor's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by General Contractor to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless General Contractor to the same extent General Contractor is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless General Contractor from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by General Contractor as a result of any action taken by General Contractor in accordance with Owner's directive.

7.3 Payment Claim Indemnification

7.3.1 Providing that Owner is not in breach of its contractual obligation to make payments to General Contractor for the Work, General Contractor shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of General Contractor, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, General Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If General Contractor fails to do so, Owner will have the right to discharge the claim or lien and hold General Contractor liable for costs and expenses incurred, including attorneys' fees.

7.4 General Contractor's General Indemnification

7.4.1 Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

TOWN OF PARKER
Street Chip Seal Preservation Treatment

"Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the work required hereunder.

7.4.2 Indemnity: For purposes of this Agreement, to the fullest extent permitted by law, General Contractor hereby agrees to indemnify, defend and hold harmless the Owner, its Council members, its employees and agents for, from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the General Contractor, its affiliates, subsidiaries, employees, agents, General Contractor consultants, subcontractors/assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the Owner or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the Town's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the General Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the Town or any third party for whom the General Contractor is not responsible.

In the case of any claims against the Owner, its employees or agents indemnified under this Agreement, by an employee of the General Contractor, its affiliates, subsidiaries, or assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the General Contractor, its affiliates, subsidiaries, or assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Article 8 - Time

8.1 Obligation to Achieve the Contract Times

General Contractor agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Paragraph 3 of the Agreement.

8.2 Force Major Delays to the Work

If General Contractor is delayed in the performance of the Work due to force major events beyond its control and due to no fault of its own, the Contract Time(s) for performance shall be reasonably extended by Change Order. Such force major events that will entitle General Contractor to an extension of the Contract Time(s) are limited to hazardous site Materials or man-made buried objects on the site, wars, floods, epidemics, and adverse weather conditions not reasonably anticipated, and other acts of God. In addition to General

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Contractor's right to a time extension for those force major events set forth herein, General Contractor may also be entitled to a justifiable adjustment of the Contract Price.

Article 9 - Changes to Contract Price and Time

9.1 Change Orders

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and General Contractor, stating their agreement upon all of the following:

1. The scope of the change in the Work;
2. The amount of the adjustment to the Contract Price;
3. The extent of the adjustment to the Contract Time(s); and
4. Any change to the terms and conditions of the Agreement or the General Conditions.

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and General Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.2 Work Change Directives

9.2.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and General Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. General Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that General Contractor shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by General Contractor and provided to the Owner prior to the invoice for final payment.

9.4 Contract Price Adjustments

TOWN OF PARKER
Street Chip Seal Preservation Treatment

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

1. Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;
3. Costs, fees and any other markups set forth in the Agreement;
4. An agreed amount to be added or deleted from the Cost of the Work; and
5. If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. If the net result of both additions and deletions to the Work is an increase in the Contract Price, overhead and profit shall be calculated on the basis of the net increase to the Contract Price. If the net result of both additions and deletions to the Work is a decrease in the Contract Price, there shall be no overhead or profit adjustment to the Contract Price. General Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

9.4.2 If Owner and General Contractor disagree upon whether General Contractor is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and General Contractor shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, General Contractor shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects General Contractor to perform the services in accordance with Owner's interpretations, General Contractor shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to General Contractor (i) directing General Contractor to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, General Contractor shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by General Contractor does not prejudice General Contractor's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies

In any emergency affecting the safety of persons and/or property, General Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10 - Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

10.1.1 If either General Contractor or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, General Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 General Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between General Contractor's Representative and Owner's Representative.

10.2.3 If a dispute or disagreement cannot be resolved through General Contractor's Representative and Owner's Representative, General Contractor's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, General Contractor shall proceed with the Work in the Agreement as if no dispute existed, and the Owner shall continue to make payment for General Contractor completed Services; and provided further that no dispute will be submitted to mediation or arbitration without both parties' express written consent.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Article 11 - Stop Work and Termination

11.1 Owner's Right to Stop Work

11.1.1 Owner may, without cause and for its convenience, order General Contractor in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than one hundred twenty (120) days during the duration of the Project.

11.1.2 General Contractor is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of work by Owner.

11.2 Owner's Right to Terminate for Cause

11.2.1 If General Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, General Contractor Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to General Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of General Contractor's receipt of such notice. If General Contractor fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to General Contractor of its intent to terminate within an additional seven (7) day period. If General Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to General Contractor of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which General Contractor hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, General Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to General Contractor.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, General Contractor will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then General Contractor shall be obligated to pay the difference to Owner.

Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from General Contractor's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Paragraph 10 of the Agreement.

11.3 General Contractor's Right to Terminate for Cause

11.3.1 General Contractor, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

1. The Work has been stopped for sixty (60) consecutive days, or more than one hundred twenty (120) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of General Contractor or anyone for whose acts General Contractor may be responsible.
2. Owner's failure to provide General Contractor with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than one hundred twenty (120) days during the duration of the Project, even though Owner has not ordered General Contractor in writing to stop and suspend the Work pursuant to Article 11 hereof.

11.3.2 Upon the occurrence of an event set forth above, General Contractor may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then General Contractor may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then General Contractor may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, General Contractor shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

11.4 Bankruptcy of General Contractor

11.4.1 If General Contractor institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the “Bankrupt Party”), such event may impair or frustrate the Bankrupt Party’s ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

1. The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
2. The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.4.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of General Contractor to stop Work under any applicable provision of these General Conditions of Contract.

11.5 Owner’s Right to Terminate for Convenience

11.5.1 Upon ten (10) days’ written notice to General Contractor, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay General Contractor for the following:

1. All Work executed and for proven loss, cost or expense in connection with the Work; and
2. The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and General Contractor Consultants.

11.5.2 If Owner terminates this Agreement for its convenience above and proceeds to construct the Project through its employees, agents or third parties, Owner’s shall have rights to use the Work Product as set forth in the Agreement.

Article 12 - Affirmative Action

TOWN OF PARKER
Street Chip Seal Preservation Treatment

Equal Employment Opportunity: During the performance of this Agreement, the General Contractor agrees as follows:

A. The General Contractor shall comply with Arizona legislation against discrimination and shall not discriminate against any employee because of race, religion, color, sex or national origin. The General Contractor will take affirmative action to ensure that applicants are employed and that applicants are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.

B. The General Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin and shall include the phrase "equal opportunity employer" or a similar phrase approved by the State of Arizona.

C. The General Contractor will include all of Subsections A through C in every General Contractor consultant agreement, subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

Article 13 - Hazardous Materials

13.1 Certain Definitions

13.1.1 "Hazardous Materials" means any substance.

- the presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;
- which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act. 42 U.S.C. " 9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. "6901 et seq. ("RCRA");
- which is petroleum, including crude oil or any fraction thereof not otherwise defined as a "hazardous substance" under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;
- which toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality of the United States or the District of Columbia;

TOWN OF PARKER
Street Chip Seal Preservation Treatment

- the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; or
- the presence of which on adjacent properties could constitute a trespass by the General Contractor or the Owner.

13.1.2 "Underground Storage Tank" shall have the definition assigned to that term by Section 9001 of RCRA, 42 U.S.C. ' 6991, and also shall include:

- any tank of 1,100 gallons or less capacity used for storing motor fuel;
- any tank used for storing heating oil for consumption on the premises where stored;
or
- any septic tank; and any pipes connected to hazardous items.

13.1.3 "Environmental Requirements" means all applicable laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all governmental agencies or other instrumentalities of the United States or the District of Columbia and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

- all requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and
- all requirements pertaining to the protection of the health and safety of employees or the public.

13.1.4 "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation;

- damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;
- fees incurred for the services of attorneys, consultants, the General Contractor, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and

TOWN OF PARKER
Street Chip Seal Preservation Treatment

- liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph 1.42.

13.1.5 "Environmental Conditions" means collectively, Hazardous Materials and Underground Storage Tanks.

13.2. Investigation of the Site

13.2.1 Upon written notice from the Owner, the General Contractor shall prepare for execution by the Owner, one or more contracts ("Environmental Contracts") with suitably qualified consultants and/or engineers ("Environmental Engineers"), each of which Environmental Engineer and which form of Environmental Contract shall be subject to the approval of the Owner, for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by the Owner, and may provide for conducting the investigation and testing in phases acceptable to the Owner. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their tests and inspections at the Site as soon as the Owner is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that the General Contractor, acting as agent of the Owner, shall coordinate the activities of the Environmental Engineers.

13.2.2 The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans ("Environmental Assessments") as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions ("Remedial Actions") required for the response, removal, cleanup or remediation of such Environmental Conditions (i) which are required by Environmental Requirements, or (ii) which are reasonably necessary to mitigate Environmental Damages.

13.2.3 The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide the Owner and the General Contractor with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. The General Contractor shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to the Owner a written report setting forth the General Contractor's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.

13.2.4 The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the Federal District or other agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with Federal and District agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

TOWN OF PARKER
Street Chip Seal Preservation Treatment

13.3 Remedial Actions

13.3.1 If so instructed by the Owner, based upon the results of the Environmental Assessments, the General Contractor shall obtain bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by the Owner, to perform the Remedial Actions selected by the Owner and shall submit such bids to the Owner, together with the General Contractor's recommendation of the Remediation Contractor(s) who should be retained. If the Owner elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, the Owner will so advise the General Contractor in a written notice on or before the date, which is sixty (60) Days after receipt of the foregoing matters from the General Contractor. Promptly after receipt of such notice, the General Contractor shall prepare for the Owner's execution remediation contracts ("Remediation Contracts") with the Remediation Contractors identified in such notice.

13.3.2 The General Contractor shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such work with the Work.

13.3.3 If in the course of performance of the Work, the General Contractor encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, the General Contractor shall immediately suspend the Work in the area affected and promptly thereafter report the condition to the Owner.

13.4. Payments: Liability of General Contractor

13.4.1 All payments due under the Environmental Contracts and the Remediation Contractors shall be made by the Owner directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by the General Contractor prior to submission to the Owner.

13.4.2 All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of this agreement, and shall be the sole responsibility of the Owner, except as expressly provided otherwise in Section 5 hereof.

13.4.3 It is agreed that with respect to any Environmental Conditions existing on the Site, the General Contractor is not, and shall not be deemed to be, a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that the General Contractor shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

13.5. Environmental Responsibilities of the General Contractor

13.5.1 The Owner acknowledges and agrees that the General Contractor shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as

TOWN OF PARKER
Street Chip Seal Preservation Treatment

evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation Contractor and any required approvals of any applicable government agencies. The General Contractor agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.

13.5.2 The General Contractor shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The General Contractor shall comply, and shall cause the Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

13.5.3 The General Contractor shall indemnify, defend and hold harmless the Owner, its Council members, officers, agents and employees for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any violation by the General Contractor, the Subcontractors, of any Environmental Requirements arising out of the performance of the Work.

Article 14 - Miscellaneous

14.1 Assignment. Neither General Contractor nor Owner shall without the written consent of the other party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

14.2 Successorship. General Contractor and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.3 Governing Law. It is the intention of the parties that this Agreement and the performance hereunder, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Arizona and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this contract, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. The General Contractor agrees to abide by all other Federal, State of Arizona or local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

14.4 Severability. If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

14.5 No Waiver

TOWN OF PARKER
Street Chip Seal Preservation Treatment

The failure of either General Contractor or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

14.6 Notice

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

14.7 Entire Agreement

This Agreement forms the entire agreement between Owner and General Contractor. And contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement except such representations as are specifically set forth in this document and each of the parties acknowledges that it has relied on its own judgment in entering into this Agreement.

14.8 Amendments.

This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

14.9 Headings

The headings used in these General Conditions of Agreement other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.