



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

Airport Annual Pavement Management

**Project No. AI2405.401
Council Date: July 18, 2024**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 2024, ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Combs Construction Company, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2406.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about February 6, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor for construction services as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **Airport Annual Pavement Management**, Project Number **AI2405.401**. The scope of work consists of crack seal maintenance of various airport pavements, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in Agreement provisions, unless issued in writing, as an Agreement amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$305,120.96** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **90** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	raymond.potts@chandleraz.gov
JOC CONTRACTOR:	Combs Construction Company, Inc.	
	P.O. Box 10789, Glendale, AZ 85018	
	JOC Contractor Representative: Michael Sullivan	
	Phone:	623-308-7368
	Email:	msullivan@combsaz.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the

forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:



Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

"JOC CONTRACTOR"

COMBS CONSTRUCTION COMPANY, INC.



7-8-2024

Signature

Date

Michael Sullivan

Print Name

Vice President

Title

msullivan@combsaz.com

Signer Email Address

EXHIBIT A
SCOPE OF WORK



June 27, 2024

Mr. Warren White, PE
Assistant CIP City Engineer
Mail Stop 600
P.O. Box 4008
Chandler, AZ 85244

Project Name: Chandler Airport Crack Seal Maintenance
Location: Chandler Airport
Project No.: AI2405
Contract No: JOC2406.401
CCC No: TBD
Task Order No.: 02

Re: Chandler Airport Crack Seal Maintenance Scope

Dear Mr. Warren White,

The project scope of work consists of pavement maintenance crack sealing and mastic sealing of three apron areas including the asphalt portion of the heliport,

the Armory ramp at the northern portion of the Airport, and the pavement adjacent to the Airport-owned self-serve fueling station.

Cracks with a surface width less than 2-inches will be cleaned and seal using a crafcro or equivalent crack seal material

Cracks with a surface width 2-inches or greater will be cleaned and sealed with a GAP-Mastic sealant.

The work shall be completed in 15-20 working days once we mobilize.

Please feel free to contact me directly should you have any questions or concerns.

Respectfully,

Michael Sullivan, Vice President
Combs Construction Company Inc.

EXHIBIT B
FEE SCHEDULE



June 12, 2024

Mr. Raymond Potts
Construction & Design Project Manager
Mail Stop 600
P.O. Box 4008
Chandler, AZ 85244

Project Name: Chandler Airport Crack Seal Maintenance
Location: Chandler Airport
Project No.: AI2405
Contract No: JOC2406.401
CCC No: TBD
Task Order No.: 02

Re: Chandler Airport Crack Seal Maintenance Proposal

Dear Mr. Raymond Potts,

Please find the attached Chandler Airport Crack Seal Maintenance Proposal for the above referenced job order submitted for your review and approval.

Please feel free to contact me directly should you have any questions or concerns.

Respectfully,

Michael Sullivan, Vice President
Combs Construction Company Inc.

cc: Proposal File



PROPOSAL

DATE: June 12, 2024
TO: City of Chandler
ATTN: Mr. Raymond Potts
Re: Chandler Airport Crack Seal Maintenance Proposal
Project No.: AI2405
Contract No: JOC2406.401
CCC No: TBD
Task Order No.: 02

Pay Item Number	Description	Pay Quantity	Unit of Measure	Unit Price (current)	Total Price (current)
1	Crack Seal Less than 2" Width	13,500.00	LB	\$2.70	\$36,450.00
2	Mastic Seal Cracks 2" and Greater Width	22,500.00	LB	\$4.65	\$104,625.00
3	Mobilization	1.00	LS	\$10,752.50	\$10,752.50
4	General Conditions	1.00	LS	\$54,831.05	\$54,831.05
5	Tax	1.00	LS	\$10,477.59	\$10,477.59
6	Bond	1.00	LS	\$1,448.82	\$1,448.82
7	Insurance	1.00	LS	\$6,536.00	\$6,536.00
8	Owners Allowance for Additional Crack Seal	1.00	ALLOWANCE	\$80,000.00	\$80,000.00
					\$305,120.96

Accepted by: _____

Date: _____

Note:

Quantities are estimated, Additional Crack Seal Materials needed shall be paid for at the above unit prices out of the owners allowance



EXHIBIT "B"

JOB ORDER COST PROPOSAL

SUMMARY SHEET

AI2405 - Chandler Airport Crack Seal

Negotiated Prices		
Price of Subcontractor(s)	\$	135,140.00
Price of Subconsultant(s)	\$	-
General Conditions	\$	50,087.00
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	4,368.00
SUBTOTAL (NEGOTIATED PRICES):		\$ 189,595.00
Overhead and Profit (Coefficient per Job Order Master Agreement)		
	9.00%	\$ 17,063.55
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 206,658.55
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)	ENTER TAX % HERE: 5.07%	\$ 10,477.59
General Liability Insurance Percentage (Actual Cost per Job Order)		\$ 3,268.00
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$ 3,268.00
Payment Bond (Actual Cost per Job Order)		\$ 724.41
Performance Bond (Actual Cost per Job Order)		\$ 724.41
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 18,462.41
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 225,120.96
City's Allowance		\$ 80,000.00
TOTAL JOB ORDER:		\$ 305,120.96

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

Estimate Summary**COMBS CONSTRUCTION COMPANY, INC****Job Code: 24-073 Chandler Airport Crackseal JOC****Description:**

Cost Item								
CBS Position Code	Quantity UM	Description	Days	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1	13,500.00 LB	Crack Seal Less than 2" Width	0.00	0.00	Detail	U.S. Dollar	2.49	33,615.00
1.1	13,500.00 LB	Crack Seal Less than 2" Width	0.00	0.00	Quote	U.S. Dollar	2.49	33,615.00
Awardee: VSS International								
2	22,500.00 LB	Mastic Seal Cracks 2" and Greater Width	0.00	0.00	Detail	U.S. Dollar	4.29	96,525.00
2.1	22,500.00 LB	Mastic Seal Cracks 2" and Greater Width	0.00	0.00	Quote	U.S. Dollar	4.29	96,525.00
Awardee: VSS International								
3	1.00 LS	Mobilization	2.00	0.50	Detail	U.S. Dollar	9,040.00	9,040.00
3.1	2.00 EA	Crack Seal Mobilization	0.00	0.00	Quote	U.S. Dollar	2,500.00	5,000.00
Awardee: VSS International								
3.2	1.00 LS	CCC Mobilization	2.00	0.50	Detail	U.S. Dollar	4,040.00	4,040.00
Resource Code	Description	Hours	Quantity UM		Currency		Unit Cost	Total Cost
ETTTRANSPORT	COMBS TRANSPORT AND TRAILER	16.00	1.00 Each (hourly)		U.S. Dollar		165.00	2,640.00
LTRANSPORT	TRANSPORT	20.00	1.25 Each (hourly)		U.S. Dollar		70.00	1,400.00
4	1.00 LS	General Conditions	31.00	0.03	Detail	U.S. Dollar	50,087.00	50,087.00
4.1	1.00 LS	CCC Supevision	15.00	0.07	Detail	U.S. Dollar	21,960.00	21,960.00
Resource Code	Description	Hours	Quantity UM		Currency		Unit Cost	Total Cost
LSPER	SUPERINTENDENT	120.00	1.00 Each (hourly)		U.S. Dollar		121.00	14,520.00
ETPICKUP	PICKUP TRUCK 1/2TN TO 3/4 TN	120.00	1.00 Each (hourly)		U.S. Dollar		62.00	7,440.00
4.2	1.00 LS	CCC Project Manager	5.00	0.20	Detail	U.S. Dollar	7,600.00	7,600.00
Resource Code	Description	Hours	Quantity UM		Currency		Unit Cost	Total Cost
ETPICKUP	PICKUP TRUCK 1/2TN TO 3/4 TN	40.00	1.00 Each (hourly)		U.S. Dollar		62.00	2,480.00
LPROJMAN	PROJECT MANAGER	40.00	1.00 Each (hourly)		U.S. Dollar		128.00	5,120.00
4.3	1.00 LS	CCC Admin	3.00	0.33	Detail	U.S. Dollar	2,664.00	2,664.00
Resource Code	Description	Hours	Quantity UM		Currency		Unit Cost	Total Cost
LOFFICE	OFFICE SUPPORT	24.00	1.00 Each (hourly)		U.S. Dollar		63.00	1,512.00
EOFFICECAR	OFFICE CAR	24.00	1.00 Each (hourly)		U.S. Dollar		48.00	1,152.00
4.4	1.00 LS	Sweeping	8.00	0.13	Detail	U.S. Dollar	15,888.00	15,888.00
Resource Code	Description	Hours	Quantity UM		Currency		Unit Cost	Total Cost
LOPER2	OPERATOR GROUP 2	64.00	1.00 Each (hourly)		U.S. Dollar		68.25	4,368.00
ESSWEEPER	PICKUP SWEEPER	64.00	1.00 Each (hourly)		U.S. Dollar		180.00	11,520.00
4.5	1.00 LS	Port a John	0.00	0.00	Plug	U.S. Dollar	375.00	375.00
4.6	200.00 MG	Construction Water	0.00	0.00	Plug	U.S. Dollar	8.00	1,600.00
5	1.00 LS	Tax	0.00	0.00	Detail	U.S. Dollar	0.00	0.00
6	1.00 LS	Bond	0.00	0.00	Detail	U.S. Dollar	0.00	0.00
7	1.00 LS	Insrance	0.00	0.00	Detail	U.S. Dollar	0.00	0.00
8	1.00 ALLOWANCE	Owners Contingency	0.00	0.00	Detail	U.S. Dollar	0.00	0.00
0.2	1.00 Lump Sum	Prime Bond	0.00	0.00	Detail	U.S. Dollar		1,448.82
0.3	1.00 Lump Sum	Price % Add-On TAX and Insurance 3.0%	0.00	0.00	Detail	U.S. Dollar		18,558.74

Cost Item							
CBS Position Code	Quantity	UM	Description	Days	Cost UM/Day Source	Currency	Unit Cost Total Cost
0.4	1.00	Lump Sum	Job Management & Equipment	0.00	0.00 Detail	U.S. Dollar	0.00
0.5	1.00	Lump Sum	Direct Cost Add-On	0.00	0.00 Detail	U.S. Dollar	0.00
Report Total:				33.00			209,274.57

Category	Total
Labor	26,920.00
Owned Equipment	25,232.00
Materials	1,600.00
Subcontract	135,515.00
Fees	20,007.57



Bid Date: 6/6/2024
Project Name: Chandler Reginal Airport
Project City: Combs Construction
Project State: AZ

Estimator: Chris Perez
Email: chris.perez@slurry.com
Phone: (602) 317-1276
ROC #: 285579

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Crack Seal	LB	1	\$ 2.49	\$2.49
2	Mastic	LB	1	\$ 4.29	\$4.29
					\$6.78

INCLUSIONS: 2 Mobilization(1 MOB for each description), additional mobilizations at \$2,500 Each
Pre-Cleaning by Vacuum
VSS work to be applied between 7AM and 7PM weekdays
Work must be scheduled 4 weeks in advance to assure crew availability
Quote valid for 10 days, return signed to secure price and schedule
Includes local prevailing wage rates, should federal rates apply additional charges will occur
Work to be accomplished up to no more than XXX consecutive day(s). Additional days at \$15,000
Total price will be determined once LBS are determined which will adjust day count

EXCLUSIONS: Any work not described above is specifically excluded.
Traffic control, TC plan, posting, notifications, lane closure and or splitting of streets
Construction area signs, portable message boards, arrow boards, light towers
SWPPP/WPCP, permits, testing, QA-QC plan & inspection, new calibrations, test strip
Bond @ .5% (\$5.00/\$1,000.00), any special fees/training not limited to TERO, railroad and/or environmental trainings \$7,500 ea.
Pavement repairs, crack weeding, cleaning or sealing, tree trimming
Permanent or temporary stripe/marker - removal, replacement, protection, or referencing
Rolling, pre sweeping, post sweeping, side-walk/driveway cleaning and or blowing
Responsibility for any water ponding (surface treatment to follow existing grade) or power steering tears
Prime contractor to provide staging area within 1 mile of work, with water supply, water meter, portable toilet and wash station.
If VSS is required to locate staging area, VSS will invoice prime \$4,500.00 for securing staging area plus actual costs for water meter, toilet & wash station
Survey, corner records and adjustment of monuments/utilities/manholes of any kind
OCIP & CCIP insurance, longshoreman, community work force or project labor agreements

NOTES: Materials associated with this quote ARE based on price index fluctuations adjustments
per the project specifications and will be invoiced or credited monthly and are subjects to subcontractor's
payment terms. Please call for different pricing if the opposite condition is required for your bid.
All work described above is based on estimated quantities and shall be a minimum, overruns to be paid at the unit price.
VSSI may require a cold weather release form for any resurfacing operations needed for late or early season work in cooler weather climates
Acceptance of bid/proposal accepts these stipulations regardless of requirements by owner.
Retention to be paid within 60 days of completion of our work
Once this proposal is signed or agreed upon by contract, there will be a \$1,500.00 cancellation fee if work is cancelled

This proposal, when accepted by Purchaser, constitutes a binding contract between the parties hereto, incorporating each and every one of the provisions of the Conditions of Sale on the reverse side hereof.

Accepted: _____
Contractor Firm

Accepted: VSS International, Inc.

Name Printed: _____
Contractor Name and Title

Name Printed: _____
Name and Title

By: _____
Signature Date

By: _____
Signature Date

VSS International is an Open Shop Contractor and will not become signatory to any labor agreements.

6751 W. GALVESTON STREET • CHANDLER, AZ 85226, USA • PHONE (480) 940-9690 • FAX NO. (480) 961-0766
CA LICENSE NO. 293727A • NV LICENSE NO. 014802A • OR LICENSE NO. 65821 • AZ ROC 285579
ID LICENSE 13304-AAA-4(47) • WA LICENSE NO. VSSINII875JW

PAVEMENT MAINTENANCE SPECIALISTS

Page 1 of 2

— CONDITION OF SALE —

In Arizona, contractors are required by law to be licensed and regulated by the Arizona Registrar of Contractors. Any questions concerning a contractor may be referred to the Registrar whose address and telephone number are: 1700 W. Washington St. #105, Phoenix, AZ 85007 (602) 542-1525

- 1) The performance and/or delivery shall commence not later than as specified on the front page. In the event of delays caused by Purchaser beyond this date, all cost increases (if any) shall be charged to Purchaser's account. In the event of delays caused by Purchaser beyond 60 days, seller shall have the right to cancel, such right to be exercised in seller's sole discretion.
- 2) All orders are subject to acceptance at the seller's general offices at P.O. Box 981330, West Sacramento, California 95798.
The seller shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond the seller's reasonable control.
- 3) Unless it shall expressly be agreed thereto in writing, the seller shall not be responsible for the operation and results of any technical advice in connection with the design, installation or use of the product sold hereunder.
- 4) It is agreed that no promises, agreements or understandings have been made other than contained herein; that no agent has any authority to obligate the seller to any terms or conditions not herein expressed unless seller approves of in writing. Purchaser and seller further acknowledge that the entire agreement between them is expressed herein.
- 5) All payments are to be made by the purchaser to the seller's office location noted on the front page. All accounts are due and payable as stated on reverse side under terms. Our Finance Charge on past due accounts is a fixed amount of 2% per month on the principal balance due which is equal to an Annual Percentage Rate of 24%.
- 6) In the event of nonpayment of past due accounts, the entire amount of both principal and interest accrued at such time shall become due, payable and collectable without notice at the option of the seller. The purchaser agrees to pay reasonable attorney's fees incurred, with or without legal action, in collecting the past due account together with all court costs involved.
- 7) This agreement shall be deemed to have been entered into in the State of Arizona, and all questions of the validity, interpretation, or performance of any of its terms, or any rights or obligations of the parties to this agreement shall be governed by Arizona law.
- 8) Any controversy between the parties to this agreement involving this construction, application or performance of any of the terms, provisions or conditions of this agreement, shall, on the written request of either party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Arizona Revised Uniform Arbitration Act, A.R.S. §§ 12-3001 through 12-3029. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. If the two persons are unable to agree on a third impartial arbitrator, either party hereto shall have the right to apply to the
- 9) Arizona Superior Court, Maricopa County, for appointment of the third impartial arbitrator, whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party, or in such proportions as the arbitrator shall decide.
- 10) This contract contains the entire agreement between the parties concerning the rights granted and the obligations assumed in this contract. Any oral representations or modifications concerning this contract shall be of no force or effect, except for a subsequent modification in writing signed by the parties.
- 11) If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, expert's fees, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 12) Failure of the seller to enforce any of these conditions or to exercise any right shall in no way affect such rights and no failure shall be construed as a waiver in respect to other or future occurrences.
- 13) Seller will submit progress estimates for work actually completed at the end of each month, and Purchaser will pay 90% of the invoice amount due within ten (10) days after receipt of such billing. The amounts so paid shall be deducted from the final billing after completion of all work.
- 14) You, as owner or tenant, have the right to require the contractor to have a performance and payment bond or funding control. An additional charge of 1½% will be added to the bid amount to cover this cost if requested.
- 15) **The intended use of sealcoating and resurfacing materials is to resurface existing asphalt pavements. They are not intended to remove surface variations which may hold water, change existing drainage patterns, restore badly cracked or broken base pavement, or permanently seal cracks subject to base movement. Cracks sealed and filled may open again.**
- 16) VSS International will not be responsible for damage to any underground utilities, unless said utilities are specifically marked with depths on a furnished blue print. VSS International will also not be responsible for *surface drainage* on new or existing pavement unless said surfaces have a minimum of 1½% slope to drains.
- 17) The purchaser by signing this contract hereby declares that the pavement and subgrade to be repaired or sealed is structurally sound enough to support the weight of repair and seal coating equipment. Failure or damage to pavement as a result of inadequate structural support of VSS International's equipment is the responsibility of the purchaser.

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **Airport Annual Pavement Management, AI2405.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **Airport Annual Pavement Management, AI2405.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **Airport Annual Pavement Management**
Project No.: **AI2405.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **Airport Annual Pavement Management**

Project No.: **AI2405.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **AI2405.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.

N/A

EXHIBIT H

BUILDERS RISK INSURANCE