

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER NO.5 TO Sunland, Inc. – Asphalt & Sealcoating
THROUGH EXISTING CONTRACT NO. C2015-30

**PARKING LOT RESURFACING – TEMPE SPORTS COMPLEX
AND SOUTH POLICE SUBSTATION**

PROJECT NO. 5407791

This **JOB ORDER NO. 5** is entered into on this 9th day of June, 2016, by and between the **City of Tempe**, an Arizona municipal corporation (“City”) and **Sunland, Inc – Asphalt & Sealcoating**, an Arizona corporation (“JOC”), through the existing Contract made and entered into by and between the parties on February 12, 2015, (Contract No. C2015-30) along with that certain Amendment No. 1 entered into on February 12, 2016 (collectively “Contract”).

SECTION 1 – JOB ORDER PRICE AND WORK LOCATION: JOC shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction of Parking Lot Resurfacing – Tempe Sports Complex and South Police Substation, (Project No. 5407791) (“Project”) for the sum of One Hundred Sixty Thousand Seven Hundred Twenty Two and 82/100 (\$160,722.82), as detailed in the Proposal (Exhibit “A”) attached hereto and incorporated herein by this reference, and to completely and totally construct the same and install the materials therein for the Project, in a good and workmanlike and substantial manner and to the satisfaction of City or its properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the Project and other documents that may be requested by City through its Engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location (“Work Location”) is 8201 S. Hardy Drive, Tempe, Arizona. JOC shall list the Work Location in any subcontract related to this job order at any level and each subcontractor shall likewise include the Work Location in any of its subcontracts.

SECTION 2 – REQUIRED SUBMITTALS: JOC shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) attached hereto to City for approval prior to receipt of a Notice to Proceed issued by City for the Project.

SECTION 3 – AMENDMENT: City of Tempe Contract No. C2015-30, as amended on 05/06/2016, the terms and conditions contained therein and all exhibits attached to the Contract and to this Job Order No. 5, are by reference incorporated into this Job Order No. 5. All provisions of the underlying Contract where not inconsistent with this Job Order No. 5 shall remain binding on the parties.

SECTION 4 – JOB ORDER TERM: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by City, and shall be completed within forty-five (45) calendar days thereafter.

[SIGNATURE PAGE TO FOLLOW]

Parking Lot Resurfacing – Tempe Sports Complex and South Police Substation
Project No. 5407791

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended by:

City Clerk

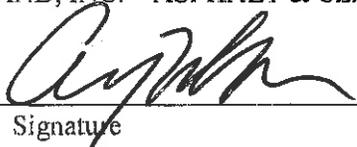
Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

JOC warrants that the person who is signing this Job Order on behalf of the JOC is authorized to do so and to execute all other documents necessary to carry out the terms of this Job Order.

SUNLAND, INC. – ASPHALT & SEALING

By: 
Signature

Craig Weems
Printed Name

Its: **Chief Operating Officer**
Title

86-0455988
Federal I.D. No./Social Security No.

EXHIBIT A



SunlandAsphalt.com
An ESOP Company

PHOENIX
TUCSON
LAS VEGAS
ALBUQUERQUE
BULLHEAD CITY/LAUGHLIN

May 09, 2016

Cathy Hollow
Engineering Division
City of Tempe – Public Works

Re: 2016 City of Tempe JOC – Tempe Sports Complex Parking Lot Resurfacing
Job Order Contract for Paving and Resurfacing of Streets and City Facilities C2015-30

Dear Cathy,

Attached is our revised proposed pricing for the Tempe Sports Complex Parking Lot Resurfacing.

Please let us know if we need to revise anything or if you have any questions regarding this proposal. Thank you for your time and we look forward to working with the City of Tempe.

Sincerely,

A handwritten signature in black ink, appearing to be "M Johnson", written over a horizontal line.

Matt Johnson
Division Manager - Public Works
Sunland Asphalt

EXHIBIT A

City of Tempe Proposed Unit Pricing - Sunland Asphalt

Item No.	Description	Unit	City of Tempe 2015 JOC Authorized Price
102.02	CONSTRUCTION SURVEYING	LS	Negotiated per project
103.01	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)	LS	Negotiated per project
103.03	PERMITS	LS	Negotiated per project
104.01	MOBILIZATION/DEMOLITION	LS	Negotiated per project
301.011	SUBGRADE PREPARATION (Base Prep/Regrade and Compact (<3,000 sy))	SY	\$ 2.40
301.012	SUBGRADE PREPARATION (Base Prep/Regrade and Compact (>3,000 sy))	SY	\$ 1.50
304.001	PLACEMENT AND CONSTRUCTION OF ASBREGATE BASE COURSE	TN	\$ 24.00
309.181	ASPHALT CONCRETE A-19 (EVAC) (up to 750 sy, per 1-inch of thickness)	SY	\$ 6.00
309.182	ASPHALT CONCRETE A-19 (EVAC) (750 sy < Amt ≤ 1250 sy, per 1-inch of thickness)	SY	\$ 5.50
309.183	ASPHALT CONCRETE A-19 (EVAC) (1250 sy < Amt ≤ 2500 sy, per 1-inch of thickness)	SY	\$ 4.50
309.184	ASPHALT CONCRETE A-19 (EVAC) (more than 2500 sy, per 1-inch of thickness)	SY	\$ 4.00
309.221	ASPHALT CONCRETE A-12.5 (EVAC) (up to 750 sy, per 1-inch of thickness)	SY	\$ 6.50
309.222	ASPHALT CONCRETE A-12.5 (EVAC) (75 sy < Amt ≤ 1250 sy, per 1-inch of thickness)	SY	\$ 5.50
309.223	ASPHALT CONCRETE A-12.5 (EVAC) (125 sy < Amt ≤ 2500 sy, per 1-inch of thickness)	SY	\$ 4.50
309.229	ASPHALT CONCRETE A-12.5 (EVAC) (more than 2500 sy, per 1-inch of thickness)	SY	\$ 4.00
309.26	ASPHALT CONCRETE R-19 (EVAC) (up to 750 sy, per 1-inch of thickness)	SY	\$ 6.25
309.261	ASPHALT CONCRETE R-19 (EVAC) (750 sy < Amt ≤ 1250 sy, per 1-inch of thickness)	SY	\$ 5.50
309.262	ASPHALT CONCRETE R-19 (EVAC) (1250 sy < Amt ≤ 2500 sy, per 1-inch of thickness)	SY	\$ 4.50
309.265	ASPHALT CONCRETE R-19 (EVAC) (more than 2500 sy, per 1-inch of thickness)	SY	\$ 4.00
309.35	RUBBERIZED ASPHALT PAVEMENT (D-X) (COP) ARAC (up to 3000 sy), per 1-inch of thickness)	SY	\$ 7.00
309.352	RUBBERIZED ASPHALT PAVEMENT (D-X) (COP) ARAC (300 sy < Amt ≤ 5000 sy), per 1-inch of thickness)	SY	\$ 6.00
309.352	RUBBERIZED ASPHALT PAVEMENT (D-X) (COP) ARAC (500 sy < Amt ≤ 10000 sy), per 1-inch of thickness)	SY	\$ 5.75
309.359	RUBBERIZED ASPHALT PAVEMENT (D-X) (COP) ARAC (more than 10000 sy), per 1-inch of thickness)	SY	\$ 5.50
313.011	TACK COAT (MAG SPEC SECTION 329)	TN	\$ 425.00
314.001	ASPHALT CHIP SEAL (MAG SPEC SECTION 390)	TN	\$ 125.00
315.02	ASPHALT EMULSION SLURRY SEAL TYPE II (<3,000 sy)	SY	\$ 8.50
315.02	ASPHALT EMULSION SLURRY SEAL TYPE II (≥3,000 sy)	SY	\$ 2.80
316.02	PRESERVATIVE SEAL (MAG SPEC SECT 394)	TN	\$ 705.00
316.03	PRESERVATIVE SEAL (MAG SPEC SECT 394)	GA	\$ 8.00
319.01	CRACK SEALING (Local Street Crack Sealing (<3,000 sy))	SY	\$ 0.60
319.02	CRACK SEALING (Local Street Crack Sealing (≥3,000 sy))	SY	\$ 0.40
319.03	CRACK SEALING (Arterial Street Crack Sealing (<3,000 sy))	SY	\$ 0.60
319.04	CRACK SEALING (Arterial Street Crack Sealing (≥3,000 sy))	SY	\$ 0.40
320.09	CURB & GUTTER	LF	\$ 9.00
320.18	VALLEY GUTTER, MAG 240	SF	\$ 4.00
320.29	CONCRETE SIDEWALK, COT T-345, (4" Thick)	SF	\$ 2.00
320.291	CONCRETE SIDEWALK, COT T-345, (9" Thick)	SF	\$ 4.50
320.34	CONCRETE MULTI-USE PATH (6" THICK)	SF	\$ 9.50
320.345	CONCRETE MULTI-USE PATH (9" THICK)	SF	\$ 4.75
320.39	MID-BLOCK RAMP, COT T-822	EA	\$ 1,180.00
320.4	BLENDED MID-BLOCK RAMP, COT T-847	EA	\$ 500.00
320.41	SIDEWALK RAMP TYPE 'A', COT T-324	EA	\$ 1,450.00
320.43	SIDEWALK RAMP TYPE 'B', COT T-326	EA	\$ 1,100.00
320.44	SIDEWALK RAMP, COT T-328	EA	\$ 2,885.00
320.51	DETECTABLE WARNING SURFACE, COT T-329	EA	\$ 216.00
320.53	DRIVEWAY ENTRANCE, COT T-319	SF	\$ 4.00
320.54	DRIVEWAY ENTRANCE, COT T-320	SF	\$ 4.75
323.01	ADJUST MANHOLE FRAME & COVER, COT T-446	EA	\$ 450.00
323.02	ADJUST VALVE BOX & COVER, COT T-445, TYPE 'C'	EA	\$ 425.00
323.03	ADJUST VALVE BOX & COVER, COT T-445, TYPE 'B'	EA	\$ 425.00
323.04	ADJUST VALVE BOX & COVER, COT T-445, TYPE 'A'	EA	\$ 425.00
323.06	ADJUST FRAME & COVER FOR SURVEY MONUMENT, MAG 120-1 TYPE A	EA	\$ 425.00
323.07	ADJUST FRAME & COVER FOR SURVEY MONUMENT, MAG 120-1 TYPE B	EA	\$ 150.00
324.02	SAWCUT AND REMOVE AC PAVEMENT (FULL DEPTH)	SY	\$ 12.50
324.09	REMOVE AC PAVEMENT (MILLING per MAG Specs) under 2" (<3,000 sy)	SY	\$ 1.75
324.091	REMOVE AC PAVEMENT (MILLING per MAG Specs) under 2" (≥3,000 sy)	SY	\$ 1.45
324.092	REMOVE AC PAVEMENT (MILLING per MAG Specs) 2" to 4" (<3,000 sy)	SY	\$ 2.00
324.093	REMOVE AC PAVEMENT (MILLING per MAG Specs) 2" to 4" (≥3,000 sy)	SY	\$ 1.80
324.094	REMOVE AC PAVEMENT (MILLING per MAG Specs) above 4" (<3,000 sy)	SY	\$ 2.25
324.095	REMOVE AC PAVEMENT (MILLING per MAG Specs) above 4" (≥3,000 sy)	SY	\$ 2.10
324.096	ASPHALT MILLING (Local Pavement Edge Milling (<3,000 sy))	SY	\$ 1.40
324.097	ASPHALT MILLING (Local Pavement Edge Milling (≥3,000 sy))	SY	\$ 1.25
324.098	ASPHALT MILLING (Arterial Street Edge Milling (<3,000 sy))	SY	\$ 1.40
324.099	ASPHALT MILLING (Arterial Street Edge Milling (≥3,000 sy))	SY	\$ 1.35
324.17	REMOVE VALLEY GUTTER & APRON	SF	\$ 2.00
324.18	REMOVE CURB & GUTTER	LF	\$ 6.50
324.23	REMOVE CONCRETE SIDEWALK, DRIVEWAYS & SLABS	SF	\$ 1.50
324.411	REMOVE AND REPLACE CATCH BASIN	EA	\$ 4,750.00
401	TRAFFIC CONTROL	LS	Negotiated per project
401.01	OFF-DUTY POLICE OFFICER	HR	\$ 50.00
401.15	RAISED PAVEMENT MARKERS	EA	\$ 4.00
402	WHITE STRIPE 60MIL THERMO PLASTIC 4" EQUIV	LF	\$ 0.25
402.01	YELLOW STRIPE 60MIL THERMO PLASTIC 4" EQUIV	LF	\$ 0.25
402.02	WHITE STRIPE 60MIL THERMO PLASTIC 4" EQUIV	LF	\$ 0.40
402.03	YELLOW STRIPE 60MIL THERMO PLASTIC 4" EQUIV	LF	\$ 0.40
402.04	WHITE STRIPE PAINT 4" EQUIV	LF	\$ 0.20
402.042	WHITE STRIPE PAINT 6" EQUIV	LF	\$ 0.20
402.05	YELLOW STRIPE PAINT 4" EQUIV	LF	\$ 0.20
402.052	YELLOW STRIPE PAINT 6" EQUIV	LF	\$ 0.20
402.07	PAVEMENT SYMBOLS PREFORMED	EA	\$ 200.00
402.19	THERMOPLASTIC TURN ARROW	EA	\$ 136.92
402.28	STRIPING, STOP BAR	LF	\$ 2.45
402.3	STRIPING, CROSSWALK	LF	\$ 1.75
403.745	SIGNAL DETECTOR LOOPS (6' x 40')	EA	\$ 1,250.00

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That Sunland, Inc. Asphalt and Sealcoating ("Principal") and Liberty Mutual Insurance Company,
a corporation organized and existing under the laws of the State of Massachusetts, with
its principal office in the City of Boston, MA ("Surety"), are held and firmly bound
unto City of Tempe ("Obligee") in the amount of One hundred sixty thousand, seven hundred twenty two and 82/100 Dollars
(\$ 160,722.82), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written Contract with the
Obligee, dated the / day of /, 2016, to complete Project No. /, which Contract is hereby referred to
Project No. 5407791/Parking Lot Resurfacing - Tempe Sports Complex and South Police Substation
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
faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and
agreements of the contract during the original term of the contract and any extension of the
contract, with or without notice to the surety, and during the life of any guaranty required under
the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions
and agreements of all duly authorized modifications of the contract that may hereafter be made,
notice of which modifications to the surety being hereby waived, the above obligation is void.
Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title
34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be

determined in accordance with the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

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

DATED this 11th day of May, 2016.

Sunland, Inc. Asphalt and Sealcoating
PRINCIPAL SEAL

BY: 
CRAIG WEEMS, CHIEF OPERATING OFFICER

** Liberty Mutual Insurance Company
SURETY SEAL

BY: 
Lori L. Dawson-Brown, Attorney-in-Fact

4646 E Van Buren St. #200, Phoenix, AZ 85008
AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

Bond # 609006053

KNOW ALL MEN BY THESE PRESENTS:

That Sunland, Inc. Asphalt and Sealcoating ("Principal") and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, with its principal office in the City of Boston, MA ("Surety"), as held and firmly bound unto City of Tempe ("Obligee") in the amount of One hundred sixty thousand, seven hundred twenty two and 82/100 Dollars (\$ 160,722.82), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the / day of /, 2016, to complete Project No. /, which Contract is hereby referred to Project No. 5407791/Parking Lot Resurfacing - Tempe Sports Complex and South Police Substation 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 monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

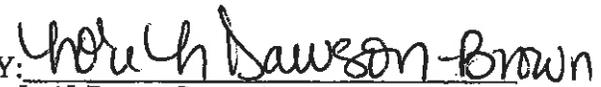
The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

DATED this 11th day of May, 2016.

Sunland, Inc. Asphalt and Sealcoating
PRINCIPAL SEAL

BY: 
CRAIG WEEMS, CHIEF OPERATING OFFICER

** Liberty Mutual Insurance Company
SURETY SEAL

BY: 
Lori L Dawson-Brown, Attorney-in-Fact

4646 E Van Buren St. #200, Phoenix, AZ 85008
AGENCY ADDRESS

**** Surety hereby acknowledges they are licensed to do business in the State of Arizona ****

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7128610

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deborah K. Anderson; Lori L. Dawson-Brown; Michael D. Specht; Steven E. Minard

all of the city of Phoenix, state of AZ, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of October, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of October, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notariál Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of May, 2016



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

NOT valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CITY OF TEMPE DEPARTMENT OF PUBLIC WORKS
UNCONDITIONAL WAIVER AND RELEASE
FOR CONTRACTOR'S PAYMENT
AND SETTLEMENT OF CLAIMS**

Upon receipt of payment from the City of Tempe, the undersigned:

Contractor's Name: _____

Contractor's Address: _____

The undersigned has been paid and acknowledges having received final payment from the City of Tempe in the amount of \$ _____ [state dollar amount for final, total contract amount] for full and final payment of all work, services, equipment, labor, skill and material furnished, delivered and performed by the undersigned for the city or anyone in the construction [or other services] for PARKING LOT RESURFACING – TEMPE SPORTS COMPLEX AND SOUTH POLICE SUBSTATION and PROJECT NO. 5407791 at the location of 8201 S. Hardy Drive, Tempe, Arizona; and does hereby waive and release any and all rights to mechanic's liens, any state or federal statutory bond right, any private bond right, any claim for payment and any and all rights under any applicable federal, state or local laws related to claim or payment rights for persons in the undersigned's position held on the above-referenced project against the City of Tempe, for this value received. The undersigned further agrees to defend, indemnify and hold harmless the City of Tempe against any and all liens, claims, suits, actions, damages, charges and expenses whatsoever, which the City may incur arising out of the failure or the undersigned to pay in full for all work, services, equipment, labor, skill and material furnished with regard to the project.

The undersigned, in consideration of the payment acknowledged, hereby warrants that he has already paid or will pay using the monies received from this final payment to promptly pay in full all of his contractors, subcontractors, laborers, materialmen and suppliers for all work, materials, equipment or services provided to the above-referenced project.

Contractor Signature

Date

By (Print Name and Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if signed, even if you have not been paid. If you have not been paid in full, use a conditional release form.

[NOTARY SEAL TO FOLLOW]

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On ____ day of _____, 2016, _____ personally appeared before me, and proved by lawful identification documents to be the person who signed the preceding document in my presence, and who affirmed to me that the contents therein are truthful and accurate to the best of his/her knowledge and belief.

Notary Seal

Notary Public

Printed Name

My Commission Expires:
