1. Town Council - Agenda
   Documents:
   
   2019_09_10_CC_RG_AG.PDF

2. Town Council - Packet
   Documents:
   
   2019_09_10_CC_RG_PK.PDF

3. Appendix 6a - A. Cooperative Purchasing Agreement Midway Chevrolet
   Documents:
   
   CPA-MIDWAY CHEVROLET CO I.PDF

4. Appendix 7b - A. Cooperative Purchasing Agreement Sunland Asphalt
   Documents:
   
   CPA-SUNLAND ASPHALT-STREET MAINTENANCE.PDF
Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2019
6:00 P.M.
Council Chambers
202 N. State Route 89
Chino Valley, Arizona

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS
   a. Presentation of Outstanding Citizen Award by Chino Valley Police Department. (Chuck Wynn, Police Chief)

3. CALL TO THE PUBLIC

   Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

   Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

   a. Concern expressed on social media pages regarding possible criminal activity on a certain property. (Chuck Wynn, Police Chief)

   b. Two complaints by certain property owners unable to develop due to issues with utility connections. (Frank Marbury, Public Works Director/Town Engineer)

   c. Concern by medical marijuana farmer about hemp growing near marijuana farms and possible issues with cross pollination. (Mayor Croft)
5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to approve the purchase of a 2020 Chevy Silverado 3500HD Utility Truck from Midway Cheverolet, in the amount of $43,585.66, to be used by the Fleet Division. (Frank Marbury, Public Works Director)

b. Consideration and possible action to designate the customer service manager as the person authorized to take the following actions pursuant A.R.S.Title 4 related to liquor licensing: (i) approve or deny applications for special event licenses (including extension of premises/patio permits), farm winery festival or fair licenses and craft distillery festival or fair licenses; (ii) make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the customer service manager is not available, to designate the business/liquor license technician, town clerk, and police chief, in that order, to exercise such authority. (Jami Lewis, Town Clerk)

c. Consideration and possible action to remove Gary Warren from the Board of Adjustment; appoint Billie James to the Board of Adjustment to complete a three-year term that started August 1, 2019; and appoint Billie James to the Parks and Recreation Advisory Board, for two-year term that started July 1, 2019. (Jami Lewis, Town Clerk)

d. Consideration and possible action to approve the July 23, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

e. Consideration and possible action to approve the August 13, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)
7. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. Consideration and possible action to approve Heritage Point preliminary plat to subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases. The property is located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of the Chino Lakes Unit 2 subdivision. Assessor Parcel Nos. 306-13-004X, 306-13-120, and 306-13-004Z. (Joshua Cook, Development Services Director)

Recommended Action: Approve the Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

b. Consideration and possible action to award a construction contract to Sunland Asphalt in an amount not to exceed $666,834.17 for the FY 2020 street reconstruction projects. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award construction Contract to Sunland Asphalt in an amount not to exceed $666,834.17 for the FY 2020 street reconstruction projects.

c. Consideration and possible action to approve the professional services agreement between the Town of Chino Valley and Civiltec Engineering, in an amount not to exceed $36,500, for research and planning relating to submitting a Wayfinding Sign Plan with ADOT. (Maggie Tidaback, Economic Development Project Manager)

Recommended Action: Approve professional services agreement between the Town of Chino Valley and Civiltec, in an amount not to exceed $36,500, regarding the Wayfinding Sign Program.

d. Consideration and possible action to adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.
a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding a potential intergovernmental agreement with the City of Prescott relating to water service. (Cecilia Grittman, Town Manager)

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 5th day of September, 2019.

By: Jami C. Lewis, Town Clerk

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/agendacenter and in the Public Library and Town Clerk’s Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: ____________________ Time: ________________ By: ______________________________________

Jami C. Lewis, Town Clerk
Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
TUESDAY, SEPTEMBER 10, 2019
6:00 P.M.

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

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   a. Concern expressed on social media pages regarding possible criminal activity on a certain property. (Chuck Wynn, Police Chief)

   b. Two complaints by certain property owners unable to develop due to issues with utility connections. (Frank Marbury, Public Works Director/Town Engineer)

   c. Concern by medical marijuana farmer about hemp growing near marijuana farms and possible issues with cross pollination. (Mayor Croft)
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This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to approve the purchase of a 2020 Chevy Silverado 3500HD Utility Truck from Midway Chevron, in the amount of $43,585.66, to be used by the Fleet Division. (Frank Marbury, Public Works Director)

b. Consideration and possible action to designate the customer service manager as the person authorized to take the following actions pursuant A.R.S.Title 4 related to liquor licensing: (i) approve or deny applications for special event licenses (including extension of premises/patio permits), farm winery festival or fair licenses and craft distillery festival or fair licenses; (ii) make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the customer service manager is not available, to designate the business/liquor license technician, town clerk, and police chief, in that order, to exercise such authority. (Jami Lewis, Town Clerk)

c. Consideration and possible action to remove Gary Warren from the Board of Adjustment; appoint Billie James to the Board of Adjustment to complete a three-year term that started August 1, 2019; and appoint Billie James to the Parks and Recreation Advisory Board, for two-year term that started July 1, 2019. (Jami Lewis, Town Clerk)

d. Consideration and possible action to approve the July 23, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

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a. Consideration and possible action to approve Heritage Point preliminary plat to subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases. The property is located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of the Chino Lakes Unit 2 subdivision. Assessor Parcel Nos. 306-13-004X, 306-13-120, and 306-13-004Z. (Joshua Cook, Development Services Director)

**Recommended Action:** Approve the Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

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a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding a potential intergovernmental agreement with the City of Prescott relating to water service. (Cecilia Grittman, Town Manager)

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 5th day of September, 2019.

By: Jami C. Lewis, Town Clerk

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**CERTIFICATION OF POSTING**

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Date:_____________________ Time:__________________ By:____________________________________

Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:
Consideration and possible action to approve the purchase of a 2020 Chevy Silverado 3500HD Utility Truck from Midway Cheverolet, in the amount of $43,585.66, to be used by the Fleet Division.

RECOMMENDED ACTION:
Approve the purchase of a 2020 Chevy Silverado 3500HD Utility Truck from Midway Cheverolet, in the amount of $43,585.66, to be used by the Fleet Division.

SITUATION AND ANALYSIS:
In the Fiscal Year 2019/2020 budget staff proposed purchasing a new vehicle from the Fleet Maintenance General Fund for use by the Fleet Division. This will replace a 2006 Ford F150 pickup used by the Fleet Mechanic. The Ford pickup will be assigned to limited use as a temporary vehicle to loan to staff when their regular vehicle is in for extended service. The Chevy Silverado will be purchased from Midway Cheverolet on State Contract #CTR041811.

Other Pertinent Documents Available Upon Request:
Appendix 6a-A. Cooperative Purchasing Agreement, Midway Chevrolet Company I may be viewed online at www.chinoaz.net/agendacenter with the September 10, 2019 Council meeting documents

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-73-5415
Available: $43,585.66
Funding Source:
The Town Budgeted $48,000 the fiscal year.

Attachments
STATE CONTRACT #
CTR041811
Medium Duty Cab Chassis Contract

QUOTE SENT TO:
Chino Valley

CONTRACT VEHICLE
2020 Chevrolet CK31403 Chassis Utility

QUOTE DATE: 7/18/2019

2019 Base
CONTRACT PRICE PER ATTACHED SPECS $ 27,151.00

Additional Options

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Model Adjustment</td>
<td>GM Fleet</td>
<td>$ 1,788.00</td>
</tr>
<tr>
<td>11' Utility Body with Hitch</td>
<td>Dealer</td>
<td>$ 8,968.00</td>
</tr>
<tr>
<td>ZLQ</td>
<td>WT Conv Pkg</td>
<td>$ 1,137.50</td>
</tr>
<tr>
<td>ZQO</td>
<td>Spare tire and wheel</td>
<td>$ 345.80</td>
</tr>
<tr>
<td>VYU</td>
<td>Snow Plow Prep Pkg</td>
<td>$ 273.00</td>
</tr>
<tr>
<td>JL1</td>
<td>Trailer Brake</td>
<td>$ 250.25</td>
</tr>
<tr>
<td>R9Y</td>
<td>Fleet Maint Credit</td>
<td>$(31.40)$</td>
</tr>
<tr>
<td>Delivery</td>
<td>Dealer</td>
<td>$ 135.00</td>
</tr>
<tr>
<td>Solar Tint Glass</td>
<td>Dealer</td>
<td>$ 195.00</td>
</tr>
</tbody>
</table>

Sub Total $ 40,212.15

Sales Tax (8.3%) $ 3,337.61
City of Phx. 2018 Tax $ 30.90
Tire Tax $ 5.00
Plates
Extended Warranty

Capital Total Each Unit $ 43,585.66

Quoted By: Gregg Ball
Midway Chevrolet Nissan Isuzu Truck
2323 W. Bell Rd.
Phoenix, Az. 85023
gball@vtaig.com
Cell 602-733-2251

Approximate Lead Time TBD

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thank You For the Opportunity!
AGENDA ITEM TITLE:
Consideration and possible action to designate the customer service manager as the person authorized to take the following actions pursuant A.R.S.Title 4 related to liquor licensing: (i) approve or deny applications for special event licenses (including extension of premises/patio permits), farm winery festival or fair licenses and craft distillery festival or fair licenses; (ii) make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the customer service manager is not available, to designate the business/liquor license technician, town clerk, and police chief, in that order, to exercise such authority.

RECOMMENDED ACTION:
Designate the customer service manager as the person authorized to take the following actions pursuant A.R.S.Title 4 related to liquor licensing: (i) approve or deny applications for special event licenses (including extension of premises/patio permits), farm winery festival or fair licenses and craft distillery festival or fair licenses; (ii) make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the customer service manager is not available, to designate the business/liquor license technician, town clerk, and police chief, in that order, to exercise such authority.

SITUATION AND ANALYSIS:
Effective August 3, 2018, the legislature amended the provisions of A.R.S. Title 4 (House Bill 2334), providing that the Council may designate another person to exercise the authority to approve or deny applications for special event liquor licenses (including extension of premises), farm winery festivals or fairs and craft distillery festivals or fairs. The legislation also authorized the Council to designate another person to recommend approval or denial of applications for control.

<table>
<thead>
<tr>
<th>A.R.S. Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.R.S. 4-203</td>
<td>Recommendation regarding Acquisition of Control, Agent Change, Restructure</td>
</tr>
<tr>
<td>A.R.S. 4-203.02</td>
<td>Approve Special Events, Patio Permits</td>
</tr>
<tr>
<td>A.R.S. 4-203.03</td>
<td>Approve Farm Winery Festivals</td>
</tr>
<tr>
<td>A.R.S. 4-205.11</td>
<td>Approve Craft Distillery Festivals</td>
</tr>
</tbody>
</table>
On September 11, 2018, the Council voted to designate the town clerk as the person authorized to take the above actions.

Recently, staff members from the town clerk's office and customer service department met to discuss transferring the processing and recommendation of liquor licenses from the town clerk's office to the customer service department. Currently, the process is split between the two departments, and since all permanent liquor licenses are tied to a business license and customer service retains all liquor licenses, it makes sense to simplify the process by having one department administering it.

Staff requests that Council change their authorization from the town clerk's office to the customer service department.

**Other Pertinent Documents Available Upon Request:**

<table>
<thead>
<tr>
<th>Fiscal Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachments</td>
</tr>
</tbody>
</table>

*No file(s) attached.*
AGENDA ITEM TITLE:
Consideration and possible action to remove Gary Warren from the Board of Adjustment; appoint Billie James to the Board of Adjustment to complete a three-year term that started August 1, 2019; and appoint Billie James to the Parks and Recreation Advisory Board, for two-year term that started July 1, 2019.

RECOMMENDED ACTION:
Remove Gary Warren from the Board of Adjustment; appoint Billie James to the Board of Adjustment to complete a three-year term that started August 1, 2019; and appoint Billie James to the Parks and Recreation Advisory Board, for two-year term that started July 1, 2019.

SITUATION AND ANALYSIS:
After the summer recruitment period for public bodies, there were two positions left unfilled, one the Board of Adjustment (Alternate Member) and one on the Parks and Recreation Advisory Board. We recently received applications from Billie James for both positions.

The Board of Adjustment has an upcoming appeal case. Board Member Gary Warren has indicated to Staff that he does not have enough time to participate on the Board. As he has not submitted a letter of resignation, Staff's recommendation is to remove him from the Board. Should Council elect to do so, this will leave a Regular position vacancy, as well as the Alternate position.

The members of the Appointments Subcommittee individually reviewed Ms. James' application and informed Staff that they had no objections to recommending Ms. James for appointment to:

- Board of Adjustment Regular Member position to complete a 3-year term that started August 1, 2019 through July 31, 2022.
- Parks and Recreation Advisory Board for a 2-year term from July 1, 2019 through June 30, 2021.

Other Pertinent Documents Available Upon Request:
Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

No file(s) attached.
Consideration and possible action to approve the July 23, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Approve the July 23, 2019, regular meeting minutes.

Attachments
August 13, 2019 Minutes
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, AUGUST 13, 2019
6:00 P.M.

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, August 13, 2019.

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Staff Present: Town Manager Cecilia Grittman; Town Attorney Andrew McGuire; Public Works Director/Town Engineer Frank Marbury; Police Chief Chuck Wynn; Police Lieutenant Randy Chapman; Police Officer Dave McNally; Community Services Director Scott Bruner; Water Advisor Mark Holmes; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

Mayor Croft called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Announcement regarding the retirement of the Police Department's K9, Gus. (Chuck Wynn, Police Chief)

Police Chief Wynn introduced K-9 Gus, who had been with the Police Department for six years, and announced he was retiring to become a house pet in Officer McNally’s home. Officer McNally detailed K-9 Gus’ career with the Police Department.

Chief Wynn and Officer McNally introduced the new K-9 dog, Lisko, who was purchased from a kennel in the Netherlands through private donation funds; and he had been trained and certified in narcotics detection, and will be trained in apprehensions.

b) Report by Elizabeth Vicory on the results of the Summer Fun Kids Club held at the Library.

Elizabeth Vicory, Eagle Level Frontier Girl, reported on the Summer Fun Kids Club, which filled the need for a summer book club for children. She spoke about consulting with her advisor team to design and implement the project to best fill the needs of the community and provided an overview of the volunteer time and services to the 222 children that attended the program.

Community Services Director Scott Bruner commended Miss Vicory for this project.
c) Presentation by Jeff Frohock and Lorette Brashear regarding a proposal to establish a repertory theater in the Town. (Cyndi Thomas, Assistant Community Services Director)

Lorette Brashear introduced Jeff Frohock, who presented a proposal for a repertory theater in the Town. Mr. Frohock spoke about his experience as an educator and in theater, the necessary steps to establish a theater, and the money to be made for the community from the arts. The first production planned was a holiday melodrama in December.

The Mayor stated that the Town needed to support Mr. Frohock and thought his ideas would benefit the Town.

3) CALL TO THE PUBLIC

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Sarah Bradley spoke of concerns expressed on Chino Valley social media pages regarding alleged criminal activity at a property adjacent to the Chamber of Commerce and asked about the Town addressing the issue. The Mayor stated it was currently in the courts and that the Town Manager would speak with her further.

Ryan Roberts spoke about a conflict with the Town over property he owned on Perkinsville Road that he was unable to develop due to not being able to have septic installed since Town utilities would eventually be run down the easement, but having no timeline or cost for such utilities. The Mayor stated that the Town Manager would speak with him further.

David Melde spoke about the same utilities issue regarding his own property on Perkinsville Road that he was now unable to split and was paying interest while development was stalled. The cost of Town utilities, which he did not believe applied to his property, would cost him more than the value of the land. He suggested that impact fees be used to cover the cost if he was going to be forced to connect to Town utilities. The Mayor stated that the Town Manager would speak with him further.

Perry Stone spoke about a potential situation with hemp and medical marijuana farming, in that cross pollination between the two crops would render marijuana crops useless and put growers out of business. He requested that the Town create a study group with the other five cultivation sites in the Town to consider an ordinance that would require a certain distance between the two crops.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.
5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a) Status reports by Mayor and Council regarding current events.

Mayor Croft reported on Congressman Gosar’s roundtable on the second amendment and participation in Chino Valley officer recognition; and the upcoming Territorial Days event.

Councilmember Perkins reported on the Boys and Girls Club’s ribbon cutting, and the grand opening of the Compass Training Center at the Chino Valley Shooting Range and initial membership of 95 persons.

Vice Mayor Miller reported on the upcoming Chino Valley Mud Run, and Community Services Director Bruner spoke further about the event.

b) Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.

Town Manager Grittman reminded everyone that there would be no Council Study Session next week due to the League of Cities conference.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

Council set down items (c) and (e).

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the Consent Agenda Items as written, 6(a), (b), (d) and (f).

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to adopt Resolution No. 2019-1145 approving an Intergovernmental Agreement with Yavapai County Free Library District for library support services and membership in the Yavapai Library Network. (Scott Bruner, Community Services Director)
b) Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Simpson Norton Corporation for purchase of a Parks Mower in the amount of $53,218.23 and a Parks Utility Cart in the amount of $24,842.58, totaling $78,060.81. (Scott Bruner, Community Services Director)

c) Consideration and possible action to approve First Amendment to Cooperative Purchasing Agreement between the Town and PFVT Motors (dba Peoria Ford) for the purchase of a 2020 Police Interceptor Utility Vehicle, in the amount of $35,043.02. (Chuck Wynn, Police Chief)

Police Lieutenant Randy Chapman was present to answer questions. Councilmember Miller apologized, noting that he set down the item by accident.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve item (c) as written.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

d) Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Don Sanderson Ford for purchase of a 2020 Ford Escape for the Building Department, in the amount of $29,446.48. (Frank Marbury, Public Works Director/Town Engineer)

e) Consideration and possible action to award a contract for biosolids removal services to Waste Management of Arizona, Inc. (Frank Marbury, Public Works Director)

Vice-Mayor Miller stated that there was no dollar amount included on the agenda. Mr. Marbury stated that it was an annual bid for services and that the Town had estimated about $75,000 for the year. Town Manager Grittman added that the dollar amount, estimated between $50,000-$100,000 annually, was in the staff report and the cost was determined by the tonnage amount that was transported. Council asked that staff include dollar amounts on agenda items, when applicable.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve item (e) as read.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

f) Consideration and possible action to accept the July 16, 2019, study session minutes.
7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a) Public Hearing and consideration and possible action to recommend approval of an application from Mario Estrada for a new Series 12 (Restaurant) Liquor License for El Paraiso Mexican Italian Restaurant, located at 1150 S. State Route 89, Chino Valley. (Jami Lewis, Town Clerk)

**Recommended Action:**
(i) Hold Public Hearing.
(ii) Recommend approval for a new Series 12 Liquor License for El Paraiso.

Town Clerk Lewis reported that the applicant had applied for a Series 12 Restaurant liquor license. The State required the Town to hold a public hearing. All legal requirements were met and staff had not received any comments for or against the application.

MOVED by Vice Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to hold a public hearing.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

**Vote:** 7 - 0 PASSED - Unanimously

No one from the public spoke.

MOVED by Vice Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to close the public hearing.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

**Vote:** 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to recommend approval of the new Series 12 Liquor License for El Paraiso.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

**Vote:** 7 - 0 PASSED - Unanimously
b) Consideration and possible action to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of $49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply. (Frank Marbury, Public Works Director)

**Recommended Action:** Execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of $49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

Water Advisor Mark Holmes reported that:
- This was a proposal for a water physical availability determination for the Town’s entire water service area for now and the future. The purpose of the study was to determine how much groundwater was physically available to serve water customers for 100 years. The study would determine the area of hydrologic impact from the recharge facility and help the Town to establish recovery wells to recover reclaimed water.
- Direct benefits included: (i) The Town could potentially lock up part of this water supply for Old Home Manor, initially for 10 years, and with two additional five-year renewal terms; (ii) The physical availability could be shared with other entities for certificates of assured water supply, saving them a year or more from having to produce their own study; (iii) The Town could recover reclaimed water, which could be provided to other entities; and (iv) The Town would have the ability to utilize its reclaimed water, which was the only increasing renewable supply that it had in its water portfolio.
- The proposal was to have Montgomery Associates perform the necessary groundwater modeling used to determine the physical availability determination and the area of hydrologic impact from the recharge facility. The consultant had knowledge of the Town’s AMA aquifer and Big Chino region, and had performed the previous hydrologic analysis of assured water for the Town.
- If approved, the tasks would be completed by the end of November. Upon completion of the work, he recommended coordinating with the Water and Utility Subcommittee to determine the appropriate ADWR applications, determine the amounts of water to apply for in the permits, and complete the necessary recovery wells permit applications.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of $49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

c) Consideration and possible action to authorize Water Attorney Bill Staudenmaier and Manager Grittman to purchase 20 acre feet of assured water supply for $20,000 an acre foot. (Cecilia Grittman, Town Manager)

**Recommended Action:** Authorize Water Attorney Bill Staudenmaier and Town Manager Cecilia Grittman to purchase 20 acre feet of assured water for $20,000 an acre foot, for a total of
Mayor Croft requested that this item be forwarded to the August 27 meeting, as there was more work to be done.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to table Item 7(c) to the next meeting.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town in order to consider the Town’s position and instruct the attorneys for the Town regarding the Town’s position regarding a potential intergovernmental agreement with the City of Prescott relating to water service.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn to executive session at 7:00 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

Mayor Croft reconvened the regular meeting at 7:40 p.m.

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:40 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously
ATTEST:

__________________________________
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 13th day of August, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of September, 2019.

__________________________________
Jami C. Lewis, Town Clerk
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Town Council Regular Meeting

Meeting Date: 09/10/2019

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to approve the August 13, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Approve the August 13, 2019, regular meeting minutes.

Attachments

August 13, 2019 Minutes
The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, August 13, 2019.

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Staff Present: Town Manager Cecilia Grittman; Town Attorney Andrew McGuire; Public Works Director/Town Engineer Frank Marbury; Police Chief Chuck Wynn; Police Lieutenant Randy Chapman; Police Officer Dave McNally; Community Services Director Scott Bruner; Water Advisor Mark Holmes; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

Mayor Croft called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Announcement regarding the retirement of the Police Department's K9, Gus. (Chuck Wynn, Police Chief)

Police Chief Wynn introduced K-9 Gus, who had been with the Police Department for six years, and announced he was retiring to become a house pet in Officer McNally’s home. Officer McNally detailed K-9 Gus’ career with the Police Department.

Chief Wynn and Officer McNally introduced the new K-9 dog, Lisko, who was purchased from a kennel in the Netherlands through private donation funds; and he had been trained and certified in narcotics detection, and will be trained in apprehensions.

b) Report by Elizabeth Vicory on the results of the Summer Fun Kids Club held at the Library.

Elizabeth Vicory, Eagle Level Frontier Girl, reported on the Summer Fun Kids Club, which filled the need for a summer book club for children. She spoke about consulting with her advisor team to design and implement the project to best fill the needs of the community and provided an overview of the volunteer time and services to the 222 children that attended the program.

Community Services Director Scott Bruner commended Miss Vicory for this project.
c) Presentation by Jeff Frohock and Lorette Brashear regarding a proposal to establish a repertory theater in the Town. (Cyndi Thomas, Assistant Community Services Director)

Lorette Brashear introduced Jeff Frohock, who presented a proposal for a repertory theater in the Town. Mr. Frohock spoke about his experience as an educator and in theater, the necessary steps to establish a theater, and the money to be made for the community from the arts. The first production planned was a holiday melodrama in December.

The Mayor stated that the Town needed to support Mr. Frohock and thought his ideas would benefit the Town.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Sarah Bradley spoke of concerns expressed on Chino Valley social media pages regarding alleged criminal activity at a property adjacent to the Chamber of Commerce and asked about the Town addressing the issue. The Mayor stated it was currently in the courts and that the Town Manager would speak with her further.

Ryan Roberts spoke about a conflict with the Town over property he owned on Perkinsville Road that he was unable to develop due to not being able to have septic installed since Town utilities would eventually be run down the easement, but having no timeline or cost for such utilities. The Mayor stated that the Town Manager would speak with him further.

David Melde spoke about the same utilities issue regarding his own property on Perkinsville Road that he was now unable to split and was paying interest while development was stalled. The cost of Town utilities, which he did not believe applied to his property, would cost him more than the value of the land. He suggested that impact fees be used to cover the cost if he was going to be forced to connect to Town utilities. The Mayor stated that the Town Manager would speak with him further.

Perry Stone spoke about a potential situation with hemp and medical marijuana farming, in that cross pollination between the two crops would render marijuana crops useless and put growers out of business. He requested that the Town create a study group with the other five cultivation sites in the Town to consider an ordinance that would require a certain distance between the two crops.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.
5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a) Status reports by Mayor and Council regarding current events.

Mayor Croft reported on Congressman Gosar’s roundtable on the second amendment and participation in Chino Valley officer recognition; and the upcoming Territorial Days event.

Councilmember Perkins reported on the Boys and Girls Club’s ribbon cutting, and the grand opening of the Compass Training Center at the Chino Valley Shooting Range and initial membership of 95 persons.

Vice Mayor Miller reported on the upcoming Chino Valley Mud Run, and Community Services Director Bruner spoke further about the event.

b) Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.

Town Manager Grittman reminded everyone that there would be no Council Study Session next week due to the League of Cities conference.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

Council set down items (c) and (e).

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the Consent Agenda Items as written, 6(a), (b), (d) and (f).

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

a) Consideration and possible action to adopt Resolution No. 2019-1145 approving an Intergovernmental Agreement with Yavapai County Free Library District for library support services and membership in the Yavapai Library Network. (Scott Bruner, Community Services Director)
b) Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Simpson Norton Corporation for purchase of a Parks Mower in the amount of $53,218.23 and a Parks Utility Cart in the amount of $24,842.58, totaling $78,060.81. (Scott Bruner, Community Services Director)

c) Consideration and possible action to approve First Amendment to Cooperative Purchasing Agreement between the Town and PFVT Motors (dba Peoria Ford) for the purchase of a 2020 Police Interceptor Utility Vehicle, in the amount of $35,043.02. (Chuck Wynn, Police Chief)

Police Lieutenant Randy Chapman was present to answer questions. Councilmember Miller apologized, noting that he set down the item by accident.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve item (c) as written.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

d) Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Don Sanderson Ford for purchase of a 2020 Ford Escape for the Building Department, in the amount of $29,446.48. (Frank Marbury, Public Works Director/Town Engineer)

e) Consideration and possible action to award a contract for biosolids removal services to Waste Management of Arizona, Inc. (Frank Marbury, Public Works Director)

Vice-Mayor Miller stated that there was no dollar amount included on the agenda. Mr. Marbury stated that it was an annual bid for services and that the Town had estimated about $75,000 for the year. Town Manager Grittman added that the dollar amount, estimated between $50,000-$100,000 annually, was in the staff report and the cost was determined by the tonnage amount that was transported. Council asked that staff include dollar amounts on agenda items, when applicable.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve item (e) as read.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

f) Consideration and possible action to accept the July 16, 2019, study session minutes.
7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a) Public Hearing and consideration and possible action to recommend approval of an application from Mario Estrada for a new Series 12 (Restaurant) Liquor License for El Paraizo Mexican Italian Restaurant, located at 1150 S. State Route 89, Chino Valley. (Jami Lewis, Town Clerk)

Recommended Action:
(i) Hold Public Hearing.
(ii) Recommend approval for a new Series 12 Liquor License for El Paraizo.

Town Clerk Lewis reported that the applicant had applied for a Series 12 Restaurant liquor license. The State required the Town to hold a public hearing. All legal requirements were met and staff had not received any comments for or against the application.

MOVED by Vice Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to hold a public hearing.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

No one from the public spoke.

MOVED by Vice Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to close the public hearing.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to recommend approval of the new Series 12 Liquor License for El Paraizo.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously
b) Consideration and possible action to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of $49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply. (Frank Marbury, Public Works Director)

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Water Advisor Mark Holmes reported that:
- This was a proposal for a water physical availability determination for the Town’s entire water service area for now and the future. The purpose of the study was to determine how much groundwater was physically available to serve water customers for 100 years. The study would determine the area of hydrologic impact from the recharge facility and help the Town to establish recovery wells to recover reclaimed water.
- Direct benefits included: (i) The Town could potentially lock up part of this water supply for Old Home Manor, initially for 10 years, and with two additional five-year renewal terms; (ii) The physical availability could be shared with other entities for certificates of assured water supply, saving them a year or more from having to produce their own study; (iii) The Town could recover reclaimed water, which could be provided to other entities; and (iv) The Town would have the ability to utilize its reclaimed water, which was the only increasing renewable supply that it had in its water portfolio.
- The proposal was to have Montgomery Associates perform the necessary groundwater modeling used to determine the physical availability determination and the area of hydrologic impact from the recharge facility. The consultant had knowledge of the Town’s AMA aquifer and Big Chino region, and had performed the previous hydrologic analysis of assured water for the Town.
- If approved, the tasks would be completed by the end of November. Upon completion of the work, he recommended coordinating with the Water and Utility Subcommittee to determine the appropriate ADWR applications, determine the amounts of water to apply for in the permits, and complete the necessary recovery wells permit applications.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of $49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

Vote: 7 - 0 PASSED - Unanimously

c) Consideration and possible action to authorize Water Attorney Bill Staudenmaier and Manager Grittman to purchase 20 acre feet of assured water supply for $20,000 an acre foot. (Cecilia Grittman, Town Manager)

Recommended Action: Authorize Water Attorney Bill Staudenmaier and Town Manager Cecilia Grittman to purchase 20 acre feet of assured water for $20,000 an acre foot, for a total of...
$400,000.00.

Mayor Croft requested that this item be forwarded to the August 27 meeting, as there was more work to be done.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to table Item 7(c) to the next meeting.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

 Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town in order to consider the Town’s position and instruct the attorneys for the Town regarding the Town’s position regarding a potential intergovernmental agreement with the City of Prescott relating to water service.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn to executive session at 7:00 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

 Vote: 7 - 0 PASSED - Unanimously

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

Mayor Croft reconvened the regular meeting at 7:40 p.m.

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:40 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

 Vote: 7 - 0 PASSED - Unanimously
ATTEST:

__________________________________
Darryl L. Croft, Mayor

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 13th day of August, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of September, 2019.

__________________________________
Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:
Consideration and possible action to approve Heritage Point preliminary plat to subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases. The property is located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of the Chino Lakes Unit 2 subdivision. Assessor Parcel Nos. 306-13-004X, 306-13-120, and 306-13-004Z.

RECOMMENDED ACTION:
Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council to approve the Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

SITUATION AND ANALYSIS:
See attached staff report.

Fiscal Impact
Fiscal Impact?: N/A
If Yes, Budget Code: Available:
Funding Source:

Attachments
Heritage Point Staff Report
Heritage Point Preliminary Plat
APPLICATION SUMMARY

File Number: P19-000001
Site Location: Located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of Chino Lakes Unit 2 subdivision.
Owners of Record: Big Chino Investors LLC
Applicant: Craig Helsing, Brown Homes
Request: Request for Heritage Point preliminary plat to subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.

SITE DATA

<table>
<thead>
<tr>
<th>Existing Zoning</th>
<th>SR-1 (Single Family Residential- 1 Acre Minimum)</th>
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<tr>
<td>Lot Size</td>
<td>89.9 acres (3,916,044 square feet)</td>
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<td>Subdivision</td>
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<tr>
<td>General Plan Land Use Designation</td>
<td>Medium Density Residential (2 ac or less)</td>
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<thead>
<tr>
<th>AREA</th>
<th>ZONING</th>
<th>GENERAL PLAN LAND USE DESIGNATION</th>
<th>LAND USE</th>
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</thead>
<tbody>
<tr>
<td>North</td>
<td>SR-1, CL/SR-1 AG-5</td>
<td>Medium Density Residential (2 ac or less)</td>
<td>Windmill House, Vacant, Single Family Residence</td>
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<tr>
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<td>SR-1</td>
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<td>Appaloosa Meadows Phase 2 Subdivision</td>
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<td>SR-1</td>
<td>Medium Density Residential (2 ac or less)</td>
<td>Chino Lakes No.2 Subdivision</td>
</tr>
<tr>
<td>West</td>
<td>SR-1</td>
<td>Medium Density Residential (2 ac or less)</td>
<td>Chino Lakes No.2 Subdivision</td>
</tr>
</tbody>
</table>
BACKGROUND

SITE DESCRIPTION
The subject properties are located 0.25 miles west of the southwest corner of North Road 1 West and West Road 4 North and north of Chino Lakes Unit 2 subdivision. The properties are accessed by way of West Road 4 North. The site has a zoning classification of SR-1 (Single Family Residential-1 Acre Minimum) and a land use designation of Medium Density Residential (2 ac or less). Currently there are no improvements on the site. (See Attachment 1: Vicinity Map)

The area is predominantly lower to medium density single-family residential development. The properties directly north are zoned SR-1 (Single Family Residential-1 Acre Minimum) and CL/SR-1 (Commercial Light/Single Family Residential-1 Acre Minimum) with the Windmill House, vacant land and a single family residence. To the east, properties are SR-1 (Single Family Residential-1 Acre Minimum) with Appaloosa Meadows Phase 2 subdivision. The south properties are zoned SR-1 (Single Family Residential-1 Acre Minimum) with Chino Lakes No. 2 subdivision. To the west, properties are zoned SR-1 (Single Family Residential-1 Acre Minimum) with Chino Lakes No. 2 subdivision. (See Attachment 2: Zoning Map)

HISTORY
On April 26, 2005, Town Council approved a final plat for Heritage Pointe subdivision. The final plat consisted of 75 one (1) acre lots on approximately 90 acres. The final plat was never recorded and subsequently expired.

PROJECT DESCRIPTION
The applicant is requesting approval of the preliminary plat for Heritage Pointe with its associated property boundaries, easements, land use, streets, utilities, drainage and other information requirements for the proposed development.

PRELIMINARY PLAT
The preliminary plat stage of land subdivision involves detailed subdivision planning, submittal, review and approval of the preliminary plat. Per Section 5.2.3 of the Unified Development Ordinance, during the preliminary plat stage, the applicant provides proposed lot configuration, including approximate size and dimensions of lots, information regarding tributary storm runoff channels for frequency storms as well as drainage and utility easements, public areas and platted streets among other information.

The recordation of the plat will subdivide approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases. (See Attachment 4: Preliminary Plat)

All lots will need to conform to the development standards set forth by the SR-1 zoning district including; building setbacks, minimum lot area, minimum lot frontage and maximum building height. Staff has reviewed the preliminary plat at length and has determined that all propose lots meet the minimum lot area of a least one (1) acre. With exception of Lot 1, 2, 13, 16, 17 and 18, all lots meet a minimum lot frontage of 100 feet. Since the applicant is not requesting a (PAD) Planned Area Development overlay for relief on developments standards, staff is expecting the lots to be modified to conform to the SR-1 zoning district development standards before the recordation of the final plat.
All arterial, collector and local streets shall be dedicated to the Town of Chino Valley with all street improvements completed as required by the Unified Development Ordinance. All lots will be served by wells and sewage disposal (septic tanks). Gas will be provided by Unisource and power by Arizona Public Service.

PLANNING COMMISSION HEARING AND RECOMMENDATION
The Planning and Zoning Commission meeting was held on August 6, 2019 at Town Hall. Staff gave a brief overview of the areas current conditions, parcel history and staff findings.

The Commission wanted clarification that all lots that did not meet the development standards would need to be modified before the final review. Staff indicated that the preliminary plat is still at a conceptual stage, those lots that do not meet development standard will not have to be modified until final plat review. The Commission inquired about allowance of certain entitlements, such as animals on properties. The applicant stated that the property owner intended to only allow domesticated animals and that the property owner would be disclosing to home buyers that farm animals were allowed in the neighboring areas.

The public wanted to know if the homes would be developed as two story homes. The applicant stated that the homes would be single story homes with RV garages attached and that size had not yet been determined. Another resident asked if there would be any further public meetings on the development. The Commission responded that the pre-plat would go before Council followed by the technical review process with the Town staff.

Planning and Zoning Commission forwarded a recommendation of approval to Town Council for the preliminary plat.

Vote: 7-0 Passed – Unanimously

STAFF ANALYSIS AND RECOMMENDATION
Per the Unified Development Ordinance, the preliminary plat needs to identify all information listed in Section 5.2.3. of the U.D.O. After initial submittal, both Development Service Department and Public Works Department completed an initial review of the plat and sent comments back to the applicant. The applicant resubmitted the plat with modifications and additional information staff requested. After approval of the preliminary plat, the project will go through technical review and then will go back to the public hearing process for approval of the final plat.

RECOMMENDATION ON REQUESTED REZONE
Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council for Heritage Point preliminary plat, subdividing approximately 89.9 acres into 75 one (1) acre lots developed in four (4) phases.
PRELIMINARY PLAT FOR
HERITAGE POINT

LOCATED IN SECTION 9, TOWNSHIP 16N, RANGE 2W, GILA AND SALT RIVER MERIDIAN
TOWN OF DINO VALLEY, YAVAPAI COUNTY, ARIZONA

APN 306-13-004X
REC. #2018-0029567, Y.C.O.R.
PARCEL B
REC. #2017-0041220, Y.C.O.R.
(TOCV SR-1)

APN 306-13-004X
REC. #2018-0029567, Y.C.O.R.
PARCEL B
REC. #2017-0041220, Y.C.O.R.
(TOCV SR-1)

APN 306-13-120
REC. #2018-0029567, Y.C.O.R.
PARCEL C
REC. #2017-0042102, Y.C.O.R.
(TOCV SR-1)

APN 306-13-004X
REC. #2018-0029567, Y.C.O.R.
PARCEL A
REC. #2017-0041220, Y.C.O.R.
(TOCV SR-1)
PRELIMINARY PLAT FOR
HERITAGE POINT

LOCATED IN SECTION 9, TOWNSHIP 16N, RANGE 2W, GILA AND SALT RIVER MERIDIAN
TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA

APPALOOSA MEADOWS PHASE 2
BOOK 42 OF MAPS & PLATS, PAGE 63, Y.C.O.R.

1.44 AC.±

BOOK 42 OF MAPS & PLATS, PAGE 63, Y.C.O.R.

1.08 AC.±

1.06 AC.±

1.03 AC.±

1.05 AC.±

1.04 AC.±

1.00 AC.±

1.12 AC.±

1.29 AC.±

3.00 AC.±

0.79 AC.±

0.93 AC.±

0.94 AC.±

1.13 AC.±

1.04 AC.±

1.07 AC.±

1.40 AC.±

1.82 AC.±

3.00 AC.±
## Preliminary Plat for Heritage Point

### Heritage Point

**Lots 1-20**

<table>
<thead>
<tr>
<th>Lot</th>
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<tr>
<td>1</td>
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<tr>
<td>2</td>
<td>Parcel Line Table</td>
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<td>3</td>
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**Lots 21-40**

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<tr>
<td>23</td>
<td>Parcel Line Table</td>
<td>8/15/2019</td>
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<tr>
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**Lots 41-60**

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<tr>
<td>44</td>
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**Lots 61-75**

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<td>64</td>
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**Lots 76-90**

<table>
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<td>Parcel Line Table</td>
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<td>78</td>
<td>Parcel Line Table</td>
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<tr>
<td>79</td>
<td>Parcel Line Table</td>
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**Lots 91-100**

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<td>Parcel Line Table</td>
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<td>92</td>
<td>Parcel Line Table</td>
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<td>93</td>
<td>Parcel Line Table</td>
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<td>94</td>
<td>Parcel Line Table</td>
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**Lots 101-120**

<table>
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<td>Parcel Line Table</td>
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<tr>
<td>103</td>
<td>Parcel Line Table</td>
<td>8/15/2019</td>
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<tr>
<td>104</td>
<td>Parcel Line Table</td>
<td>8/15/2019</td>
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</table>
AGENDA ITEM TITLE:
Consideration and possible action to award a construction contract to Sunland Asphalt in an amount not to exceed $666,834.17 for the FY 2020 street reconstruction projects.

RECOMMENDED ACTION:
Award construction Contract to Sunland Asphalt in an amount not to exceed $666,834.17 for the FY 2020 street reconstruction projects.

SITUATION AND ANALYSIS:
Streets to be Reconstructed include:

<table>
<thead>
<tr>
<th>Street Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reed Road from Center Street to Road 1 North - Pulverize, add 4&quot; ABC, and Pave 3&quot; Asphalt</td>
<td>$259,315.00</td>
</tr>
<tr>
<td>Road 1 North from just east of Highway 89 to Road 1 East - Pulverize, add 4 &quot; ABC, Pave 4&quot; Asphalt</td>
<td>$165,360.00</td>
</tr>
<tr>
<td>Peppertree Pl. from Juniper to Road 2 North - Pulverize, Pave 4&quot; Ashpalt</td>
<td>$86,418.90</td>
</tr>
<tr>
<td>Jerome Junction - Fine Grade, Pave 3&quot; Asphalt, adjust manholes</td>
<td>$67,029.75</td>
</tr>
<tr>
<td>Horizon Way - Pulverize, Pave 3&quot; Asphalt</td>
<td>$29,677.05</td>
</tr>
<tr>
<td>Traffic Control Allowance</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Total Cost including Sales Tax is a not to exceed amount of Cooperative Contract to be used is issued by City of Buckeye</td>
<td>$666,834.17</td>
</tr>
</tbody>
</table>

Other Pertinent Documents Available Upon Request:
Appendix 7b-A. Cooperative Purchasing Agreement (construction contract) with Sunland Asphalt may be viewed online at [www.chinoaz.net/agendacenter](http://www.chinoaz.net/agendacenter) with the September 10, 2019 Council meeting documents
Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: Various
Available: 666,834.17

Funding Source:
The projects will be paid from the following line items included in the fiscal year 2019/2020 budget.

Chip Seal Projects - HURF 02-78-5400 $150,000
Jerome Junction - CAPITAL IMPROVEMENT FUND 05-90-5536 $100,000
Extra HURF Funding - HURF 02-78-5400 $198,000
Road Materials - HURF $218,834

Attachments

Sunland Proposal
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reed Rd - Pulverize / Grade / Pave</td>
<td>8,365.00</td>
<td>SY</td>
<td>$31.00</td>
<td>$259,315.00</td>
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<tr>
<td>Rd 1 North - Pulverize / Grade / Pave</td>
<td>4,240.00</td>
<td>SY</td>
<td>$39.00</td>
<td>$165,360.00</td>
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</table>

This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.

City of Buckeye JOC
Mill & Pave Projects
Contract No - 2019005-04
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td><strong>Peppertree Pl / Road 2 North Intersection to Tumbleweed - Pulverize / Grade / Pave</strong></td>
<td>3,807.00</td>
<td>SY</td>
<td>$22.70</td>
<td>$86,418.90</td>
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<tr>
<td>Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Provide Traffic Control And Barricades During Our Scope Of Work.</td>
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</tr>
<tr>
<td>Mobilize To Site.</td>
<td></td>
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</tr>
<tr>
<td>Pulverize Existing Asphalt And Base To A Depth Of 5&quot;. Pulverizing Depth</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Is Based On A Maximum 3&quot; Asphalt Thickness And Blended With A Minimum Of 2&quot; Stable Base Thickness.</td>
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</tr>
<tr>
<td>Fine Grade Existing Base, Add Moisture, And Compact To Grade.</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pave With 1/2&quot; Asphalt Surface Course To An Average Finished Depth Of 4&quot; After Compaction With A Steel Wheeled Vibratory Roller.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes MAG 201 Type &quot;B&quot; Thickened Edge</td>
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<td></td>
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</tr>
<tr>
<td><strong>This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Jerome Jct / Gavin Crt Tie In - Grade / Pave</strong></td>
<td>2,883.00</td>
<td>SY</td>
<td>$23.25</td>
<td>$67,029.75</td>
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<tr>
<td>Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings.</td>
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<tr>
<td>Mobilize To Site.</td>
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<tr>
<td>Provide Traffic Control And Barricades During Our Scope Of Work.</td>
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</tr>
<tr>
<td>Make Necessary Saw cuts.</td>
<td></td>
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<tr>
<td>Fine Grade Existing Base, Add Moisture, And Compact To Grade.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Pave With 1/2&quot; Asphalt Surface Course To An Average Finished Depth Of 3&quot; After Compaction With A Steel Wheeled Vibratory Roller.</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Final adjustment of 3 manholes to new pavement elevation.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes MAG 201 Type &quot;B&quot; Thickened Edge</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Horizon Way - Pulverize / Grade / Pave</strong></td>
<td>1,157.00</td>
<td>SY</td>
<td>$25.65</td>
<td>$29,677.05</td>
</tr>
<tr>
<td>Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings.</td>
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<td></td>
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<tr>
<td>Mobilize To Site.</td>
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<tr>
<td>Provide Traffic Control And Barricades During Our Scope Of Work.</td>
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<tr>
<td>Make Necessary Saw cuts.</td>
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<tr>
<td>Fine Grade Existing Base, Add Moisture, And Compact To Grade.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Pave With 1/2&quot; Asphalt Surface Course To An Average Finished Depth Of 3&quot; After Compaction With A Steel Wheeled Vibratory Roller.</td>
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<td></td>
</tr>
<tr>
<td>Includes MAG 201 Type &quot;B&quot; Thickened Edge</td>
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<tr>
<td><strong>This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>Traffic Control Allowance</strong></td>
<td>1.00</td>
<td>AL</td>
<td>$17,000.00</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Provide Traffic Control &amp; Barricades Within Our Scope Of Work Per Town Of Chino Valley Requirements. TCP's Are To Be Drafted And Submitted To Town Of Chino Valley For Approval Prior To Start Of Work. Traffic Control Will Be An Allowance Item In Order To Provide All Of The Requested Labor &amp; Devices (Flaggers, VMB's, Off-Duty Officers, Etc.) At The Town's Direction. Costs Shown Are Only An Estimate. Actual Costs For Traffic Control Items Will Be Billed At Cost Plus 10% Mark-Up. These Items Will Be Subject To Tax &amp; Bond As Part Of The Overall Contract Value.</td>
<td></td>
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</tr>
<tr>
<td><strong>Bid Price Subtotal:</strong></td>
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<td>$624,800.70</td>
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<tr>
<td><strong>Total Yavapai County / Chino Valley 6.7275%:</strong></td>
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<td>$42,033.47</td>
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<td><strong>Total Bid Price:</strong></td>
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<td>$666,834.17</td>
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</tr>
</tbody>
</table>

**Notes:**
- In order to hold pricing, this proposal must be signed and returned within 30 days from the bid date specified above.
**Material pricing is good through 12-28-2019.**

- Pricing excludes striping, utility adjustments, night/weekend work, permits, fees, notifications, QC testing, gate loops, painting bumper blocks, permanent signage, herbicide, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.
- Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)
- The depth of the existing asphalt is only an estimate. Additional depth may require additional charges. The pulverization of the asphalt has been bid for that function alone and does not include excavation of the base or subbase. If at the time of the pulverization, it is determined that water has weakened either the base or sub-base, we will negotiate additional charges to correct the unforeseen problem. Note: Sunland Asphalt recommends that an independent testing lab perform core sampling to determine the stability of the subgrade soils. Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.

<table>
<thead>
<tr>
<th>ACCEPTED:</th>
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<tbody>
<tr>
<td>The above prices, specifications and conditions are satisfactory and</td>
</tr>
<tr>
<td>are hereby accepted.</td>
</tr>
<tr>
<td>Buyer:</td>
</tr>
<tr>
<td>Signature:</td>
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<tr>
<td>Date of Acceptance:</td>
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<table>
<thead>
<tr>
<th>CONFIRMED:</th>
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<tbody>
<tr>
<td>Sunland Asphalt &amp; Construction, Inc.</td>
</tr>
<tr>
<td>Authorized Signature:</td>
</tr>
<tr>
<td>Project Consultant: Rick Risner</td>
</tr>
<tr>
<td>602-705-1041 <a href="mailto:rrisner@sunlandasphalt.com">rrisner@sunlandasphalt.com</a></td>
</tr>
</tbody>
</table>
Sunland Asphalt Terms and Conditions:

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

1. PAYMENT
   Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

2. INTEREST AND EXPENSES
   All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

3. ATTORNEYS' FEES
   In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

4. CONTINUED PERFORMANCE
   Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

5. BACK CHARGES
   No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

6. WORK AREAS
   Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

7. TIME FOR PERFORMANCE
   Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

8. WORKMANSHIP
   All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

9. WORK HOURS
   Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

10. NOTICE
   Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

11. LIEN RIGHTS
   Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

12. LABOR
   Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

13. LIQUIDATED DAMAGES
   The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

14. SCHEDULE
   Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

15. INSURANCE RESTRICTION
   Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.
16. **INDEMNITY, HOLD HARMLESS RESTRICTION**

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

17. **RIGHT TO RELY**

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

18. **HAZARDOUS WASTE**

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law (“hazardous waste”). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

19. **DISPUTE RESOLUTION**

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.
AGENDA ITEM TITLE:
Consideration and possible action to approve the professional services agreement between the Town of Chino Valley and Civiltec Engineering, in an amount not to exceed $36,500, for research and planning relating to submitting a Wayfinding Sign Plan with ADOT.

RECOMMENDED ACTION:
Approve professional services agreement between the Town of Chino Valley and Civiltec, in an amount not to exceed $36,500, regarding the Wayfinding Sign Program.

SITUATION AND ANALYSIS:
The professional services agreement with Civiltec is the first step in achieving Wayfinding signs in Town. The second step will be in the next fiscal year, which will include the purchase and installation of the signs.

Wayfinding guide signs are used to aid travelers in identifying and locating their travel destinations with guidance to major civic, cultural, visitor and recreational destinations within a specified region. By the use of such signage, a region's most prominent features, attractions and assets may be identified and signed. Wayfinding is an ADOT program and such guide signs will enhance the nature and provide character to the town as they will also have our town logo.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-95-5600
Available: $36,500
Funding Source:
Funds will come from the Contingency Fund Line Item.

Attachments

PSA-Civiltec Eng - Wayfinding-Rev
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of September 10, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Civiltec Engineering, Inc., a California corporation (the “Consultant”).

RECITALS

A. The Town is in need of a wayfinding guide sign system plan for vehicular directional signs (the “Plan”).

B. Consultant possesses the skill and experience necessary to research existing wayfinding sign programs for SR89 and develop a Plan for submittal to the Arizona Department of Transportation (the “Services”).

C. Pursuant to Section 32.08(D) of the Town Code, the Town desires to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 26, 2020, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant. Prior to commencing the Services, Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.

3. Compensation. The Town shall pay Consultant an amount not to exceed $36,500.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.
4. **Payments.** The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. **Safety Plan.** Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. **Documents.** All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Consultant.

7. **Consultant Personnel.** Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. **Inspection; Acceptance.** All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. **Licenses.** Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. **Materials; Equipment.** Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

11. **Performance Warranty.** In addition to any specific obligations set forth in Exhibit A, Consultant warrants that the Services rendered will conform to the requirements of this
Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. **Insurance.**

13.1 **General.**

A. **Insurer Qualifications.** Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

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

C. **Additional Insured.** All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
E. **Primary Insurance.** Consultant’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. **Claims Made.** In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. **Waiver.** All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. **Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. **Evidence of Insurance.** Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s
responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

1. The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
   
   
   (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
   
   (c) Excess Liability – Follow Form to underlying insurance.

2. Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

3. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 12.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy
will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

C. **Professional Liability.** If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. **Workers’ Compensation Insurance.** If Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

13.3 **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the Town.

14. **Termination; Cancellation.** The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.
14.1 For Town’s Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days’ written notice to Consultant in the event that the Services are permanently abandoned. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.
14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.
16. **Miscellaneous.**

16.1 **Independent Contractor.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers’ compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

16.2 **Applicable Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

16.3 **Laws and Regulations.** Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

16.4 **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

16.7 **Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other
contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town’s acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys’ Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys’ fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.
16.14 **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

**If to the Town:**

Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323  
Attn: Cecilia Grittman, Town Manager

**With copy to:**

GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

**If to Consultant:**

Civiltec Engineering, Inc.  
2054 North Willow Creek Road  
Prescott, Arizona 86301  
Attn: Richard E. Aldridge, P.E., M.B.A.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 **Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant’s duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

16.16 **Records and Audit Rights.** To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all
of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in subsection 16.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.17 E-verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Consultant 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). Consultant’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.18 Israel. To the extent Ariz. Rev. Stat. § 35-393 through § 35-393.03 is applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in § 35-393, Arizona Revised Statutes.

16.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

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

16.21 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.22 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

________________________________________
Darryl L. Croft, Mayor

ATTEST:

________________________________________
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

________________________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

CIVILTEC ENGINEERING, INC.
a California corporation

By: ________________________________

Name: ________________________________

Title: ________________________________
EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CIVILTEC ENGINEERING, INC.

[Scope of Work and Fee Proposal]

See following pages.
July 10, 2019

EXHIBIT A

Town of Chino Valley
Attn: Ms. Maggie Tidaback
Economic Development Project Manager
202 N. State Route 89
Chino Valley, AZ 86323

Email: mtidaback@chinoaz.net

Subject: Town of Chino Valley Wayfinding Guide Sign System Plan
Civiltec Proposal No. PP19040.00

Dear Ms. Tidaback:

Civiltec Engineering, Inc. (Civiltec) appreciates the opportunity to submit this proposal to The Town of Chino Valley (Client) for professional engineering services for the above referenced project located in Chino Valley, Arizona.

SCOPE OF SERVICES

We understand that Civiltec Engineering will develop a Wayfinding Guide Sign System Plan for submittal to and approval by the Arizona Department of Transportation.

Based on our understanding of the project, we have identified the following scope of services.

Phase 1 – Wayfinding Guide Sign System Plan
Civiltec will research existing wayfinding sign programs for SR89 and the requirements for developing a plan for the installation of new wayfinding signs within the Town limits. A summary of the existing conditions, constraints and requirements affecting the planned sign installations will be developed to support the Wayfinding Guide Sign System Plan (PLAN) to be developed in Tasks 3 and 4.

Task 1 – Research and Data Collection
Civiltec will collect and review existing roadway conditions, sign locations, any SR89 sign programs, sign requirements, clear zone limits and other constraints affecting the design and placement of new wayfinding sign installations. Civiltec will schedule and attend a planning meeting with Town Staff to review the results of our findings and to discuss the elements to include in a preliminary alignment plan for the new signs.
Task 2 – Preliminary Sign Alignment Plan
Upon completion of Task 1, Civiltec will provide a conceptual sign location exhibit on an aerial background showing the locations, approximate distances from the intersections, sign graphic and sign installation details consistent with ADOT standard sign installation details. This task includes incorporation of Town provided graphics for logos and enhancement markers in CADD and preparation of conceptual sign graphics for review.

A meeting with the Town will be scheduled to review the exhibits and details/graphics for concurrence with sign placement and design details.

Task 3 – Pre-Final Wayfinding Guide Sign System Plan, Standards, Details and Submittal to ADOT
Upon completion of Task 2, Civiltec will prepare a pre-final Wayfinding Guide Sign System Plan for vehicular directional signs. The draft plan will include the detailed map of the proposed locations, engineering standards, details and graphics for review by the Town and subsequent submittal to ADOT. The Wayfinding Guide Sign System Plan shall include the following elements per ADOT’s policy on Wayfinding Signs requirements as outlined in the ADOT Traffic Engineering Guidelines and Processes, June 2015, Section 300-Signs, Section 338 for Wayfinding Signs:

1. Information on the Town of Chino Valley Existing Wayfinding Sign Program, if any;
2. A Detailed Map defining the proposed location where signs are to be installed;
3. Graphical representations of the sign formats to be used including any special color coding;
4. Provide detailed information on the sign design, colors, sizes, spacing and other requirements for sign installations in accordance with the MUTCD;
5. Include ADOT details for foundations and posts and other necessary construction elements;
6. Include Identification Enhancement Marker details and graphics

A meeting with the Town will be scheduled to review the Pre-Final PLAN prior to submittal to ADOT.

Task 4 – Final Wayfinding Guide Sign System Plan, Standards, Details and Submittal to ADOT
After receipt of ADOT review comments, Civiltec will prepare and issue the final Wayfinding Guide Sign System Plan including the location map, engineering standards, details and graphics in word.doc, excel, CADD .dwg and PDF format for review and approval by ADOT and adoption by the Town. Civiltec will prepare and issue the final documents in word.doc, excel, CADD .dwg as necessary for final ADOT review and final approval by the Town.

Phase 2 – Public Meetings
Civiltec will attend additional Town meetings on an as-requested basis by Town Staff. An allowance has been included in the project fee for Civiltec to attend public meetings including, but not limited to, Town Planning Commission, Town Council, ADOT review meetings, public outreach, individual property owner meetings or other additional meetings as requested by the Town.

Task 1 – Public Meeting Allowance
A total of 16 hours has been included for additional project meetings, to be billed on an hourly rate basis if requested by Town Staff.
Phase 3 – Preparation of Bid Documents
Upon final approval of the Plan, Civiltec will prepare construction plans, specifications and bid documents for use in bidding and constructing the project. Bid documents are anticipated to be prepared in 8-1/2” x 11” page format with supplemental drawings and details included in 11” x 17” format.

Task 1 – Construction Plans, Specifications and Bid Documents:
Civiltec will prepare and furnish to the Town a set of bid-ready construction documents for bidding and installation of the signs via a public bid process.

Assumptions:
The Town will provide Civiltec with the appropriate existing documents including, but not limited to, the following:

1. Any sign code guidelines that may affect the sign locations, sizes, or other installation issues for compatibility with Town requirements. These will be compared to the allowable ADOT sign requirements.
2. An AutoCAD quality Town Logo or other graphic to be included as an Identification Enhancement Marker or Pictograph to be installed on the top or sides of the wayfinding guide signs.
3. Civiltec will utilize ADOT, MAG and Quad-City standards and details as the primary sources for development of the sign installation standards and details.
4. The project assumes the signs will be for vehicular directional signs only. Pedestrian directional signs are not anticipated to be incorporated into the plan.
5. Civiltec will prepare the project construction plans and project Special Provisions for bidding. Post design services, including final bid documents preparation, bid management and construction management/observations and other construction phase services will be by Town Staff. If post design services are requested, Civiltec is available to perform any or all of these tasks via a separate post design services proposal.

All submittals will be made via direct email or SharePoint distribution of the electronic files for printing and review by Town Staff.

Deliverables
Civiltec will provide the Town with the following deliverables for the project:

Phase 1 - Task 2 - Preliminary Draft compilation of the alignment plan and other documents and details to be utilized by the Town of Chino Valley in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those will be furnished as well.

Phase 1 - Task 3 – A Pre-Final Wayfinding Guide Sign System Plan (PLAN) to be utilized by the Town of Chino Valley and ADOT will be prepared in PDF file format for review and comment. If word.doc, excel or CADD files are requested, those will be furnished as well. Upon completion of the Towns review, the Final compilation of documents will be furnished to the Town in PDF and word.doc, excel and/or CADD files as appropriate. This Task 3 includes the submittal to ADOT for review of the wayfinding project and sign locations, details and other documents for approval of the Plan. This Task 3 also includes preparation of an estimate of the Engineers Opinion of Probable Construction Cost for installation of the signs.
Phase 1 - Task 4 – Final compilation of the PLAN to be utilized by the Town of Chino Valley and ADOT in PDF file format for approval by ADOT and for preparation of construction plans. If word.doc, excel or CADD files are requested, those will be furnished as well. Upon completion of the Town’s review, the Final compilation of documents will be furnished to the Town in PDF and word.doc, excel and/or CADD files as appropriate. This Task 4 also includes preparation of a final estimate of the Engineer’s Opinion of Probable Construction Cost for installation of the signs.

Phase 3 - Task 1 – Civiltec will prepare the Construction Plans, Specifications and Bid documents in PDF file format for bidding and construction of the signs by the Town. Files will be furnished in word.doc, excel and/or CADD files as appropriate for bidding. Construction permit submittals to ADOT for the installation of the signs, traffic control and other work within the SR89 ROW will be the responsibility of the project Contractor.

Schedule

Civiltec is available to commence this project immediately. Due to the nature of the project, a detailed schedule cannot be determined. It is anticipated that the project will require 4 - 6 months for compilation, review, draft submittals, Town and ADOT reviews and preparation of the final documents for bidding and construction of the project.

Fee Distribution Schedule

Civiltec anticipates the following fees for the project:

Phase 1 - Wayfinding Guide Sign System Plan ............................................. $26,232.00
Phase 2 - Public Meeting Allowance ............................................................. $2,800.00
Phase 3 – Preparation of Bid Documents ..................................................... $7,468.00

Total Fee .......................................................................................................................... $36,500.00

Reference our attached staff-hours detailed cost summary for the hour’s distribution for the project.

Any work not authorized within 3 months of the date of this proposal will be subject to renegotiation based on current rates.

Reimbursables / Additional Services

Reimbursable expenses are estimated at a lump sum amount of $500 and will be billed on a percent complete basis without backup documentation over the term of the contract. Reimbursable expenses are included in the Phase 1 budget. Additional services may be authorized by the Client based on Civiltec’s Hourly Rate Schedule. Civiltec will bill monthly for all work performed and expenses incurred on behalf of the project.
We are looking forward to working with you and will begin work upon receipt of a fully executed contract with the Town of Chino Valley.

Sincerely,

CIVILTEC ENGINEERING, INC.

Richard E. Aldridge, P.E., M.B.A.
Principal Engineer / Branch Manager
## Proposal Name - TOCV WAYFINDING GUIDE SIGN SYSTEM PLAN

**Proposal Number:** PP19040.00  
**Project Location:** TOWN OF CHINO VALLEY - SR89  
**Time and Fee Estimate**

**Date:** July 5, 2019

<table>
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<tr>
<th>Phase 1 - WAYFINDING GUIDE SIGN SYSTEM PLAN</th>
<th>HOURS BY PIC</th>
<th>HOURS BY PM</th>
<th>HOURS BY PE</th>
<th>HOURS BY D</th>
<th>REIMB. EXPENSE</th>
<th>TOTAL COST</th>
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**Phase 2 - PUBLIC MEETING ALLOWANCE**  
**Task 1 - PUBLIC MEETING ALLOWANCE**  
**Phase 3 - PREPARATION OF BID DOCUMENTS**

**Task 1 - CONSTRUCTION PLANS, SPECIFICATIONS AND BID DOCUMENTS**  

<table>
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<th>HOURS</th>
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**PIC = Principal Engineer**  
**PM = Project Manager**  
**SrE = Senior Engineer**  
**PREE = Principal Electrical Engineer**  
**PE = Project Engineer**  
**SE = Staff Engineer**  
**D = Designer**  
**DD = Designer/Drafter**  
**DR = Drafter**  
**Admin = Administrative**  
**CO = Construction Observer**  
**SM = Survey Manager**  

Civiltec Project Manager  
Richard Aldridge

Prepared by CIVILTEC ENGINEERING 7/5/2019
AGENDA ITEM TITLE:
Consideration and possible action to adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane.

RECOMMENDED ACTION:
Adopt Resolution No. 2019-1142 vacating, abandoning, and terminating the Town's interest in the 50' roadway easement known as Yavapai County Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane.

SITUATION AND ANALYSIS:
Town staff is of the opinion that the 50' roadway easement known as Yavapai Assessor's Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane is not necessary for public use at this time and was accepted in error. The Town of Chino Valley is authorized to terminate and convey, without receiving payment, such easement pursuant to Arizona Revised Statutes § 9-402(E).

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code: Available:
Funding Source:

Attachments
RES 2019-1142 Peterson Abandonment
Map
RESOLUTION NO. 2019-1142

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, VACATING, ABANDONING, AND TERMINATING ITS INTEREST IN THE 50’ ROADWAY EASEMENT KNOWN AS YAVAPAI COUNTY ASSESSOR’S PARCEL NO. 800-13-034F, WHICH IS PERPENDICULAR TO GRANITE CREEK LANE; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, the Town Council of the Town of Chino Valley finds that the 50’ Roadway Easement known as Yavapai County Assessor’s Parcel No. 800-13-034F, which parcel is perpendicular to Granite Creek Lane as described in the attached Exhibit A is not necessary for public use at this time and was accepted in error; and

WHEREAS, the Town of Chino Valley is authorized to terminate and convey, without receiving payment, such easement pursuant to ARIZ. REV. STAT. § 9-402(E).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona as follows:

SECTION 1. The 50’ Roadway Easement known as Yavapai County Assessor’s Parcel No. 800-13-034F, which is perpendicular to Granite Creek Lane, and legally described in Exhibit A, attached hereto and incorporated herein, is hereby terminated and conveyed to the owners of the properties burdened by the Easement.

SECTION 2. The Nonrevocable Offer for Dedication of Public Roadway dated August 8, 2017, and recorded in the Yavapai County Recorder’s Office at Document No. 2017-0042532 on August 21, 2017, is not terminated by this Resolution and shall remain in effect.

SECTION 3. The Town Clerk is hereby authorized and directed to record a copy of this Resolution with the Yavapai County Recorder evidencing the permanent termination of said Easement.

SECTION 4. Pursuant to ARIZ. REV. STAT. § 28-7213, this Resolution shall become effective on the date it is recorded in the Office of the Yavapai County Recorder.

SECTION 5. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 10th day of September, 2019.

__________________________________
Darryl L. Croft, Mayor

ATTEST:

____________________________________
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____________________________________
Andrew McGuire, Town Attorney
Gust Rosenfeld, P.L.C.

I hereby certify the above foregoing Resolution No. 2019-1142 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 10, 2019, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_______________________________
Jami C. Lewis, Town Clerk
EXHIBIT A

TO

RESOLUTION NO. 2019-1142

[Legal Description]

See following page.
All that portion of the Northwest quarter of Section 11, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

A 50.00 foot easement for ingress-egress and public utilities laying East of, running parallel with and adjacent to the following described line.

COMMENCING at the Northwest corner of Section 11;

Thence South 00°03’57” West along the West line of said Section 11, a distance of 674.00 feet;

Thence South 89°56’49” East, a distance of 852.60 feet;

Thence South 00°14’03” West, a distance of 402.25 feet to THE POINT OF BEGINNING.

Thence continuing South 00°14’03” West, a distance of 773.19 feet to a point on the North Right-of-Way line of Granite Creek Lane and the END OF THIS EASEMENT.
Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 5.29.2019
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MIDWAY CHEVROLET COMPANY I, LLC

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of August 27, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Midway Chevrolet Company I, LLC, a Delaware limited liability company (the “Vendor”).

RECATALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. CTR041811, dated January 18, 2019 (the “State Contract”), with the Vendor for the purchase of medium and heavy duty cabs, chassis and buses. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such vehicles under the State Contract, at its discretion and with the agreement of the awarded Vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with medium and heavy duty cabs, chassis and buses, as more particularly set forth in Section 2 below and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the vehicles.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 17, 2020, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. Vendor shall provide to the Town one 2020 CK31403 Chassis Silverado Utility Vehicle (the “Vehicle”) under the terms and conditions of the State Contract and in the configuration set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement and/or the
State Contract will be held at the Vendor’s risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. **Compensation.** The Town shall pay Vendor an amount not to exceed $43,585.66 for the Vehicle at the unit rate set forth in the State Contract and as more particularly set forth in the Quote.

5. **Payments.** The Town shall pay the Vendor upon delivery and acceptance of the Vehicle and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document the Vehicle delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

6. **Records and Audit Rights.** To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. **E-verify Requirements.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor 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). Vendor’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. **Israel.** To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 is applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in § 35-393, Arizona Revised Statutes.
9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the State Contract and invoice(s), the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such
insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323  
Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to Vendor: Midway Chevrolet Company I, LLC  
2323 West Bell Road  
Phoenix, Arizona 85023  
Attn: Gregory R. Ball

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY, an Arizona municipal corporation

By: ________________________________

Darryl Croft, Mayor

ATTEST:

______________________________

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

MIDWAY CHEVROLET COMPANY I, LLC a Delaware limited liability company

By: ________________________________

Name: ________________________________

Title: ________________________________
EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MIDWAY CHEVROLET COMPANY I, LLC

[State Contract]

See following pages.
Re: Award of Contract No. CTR041811 Heavy Duty Cabs, Chassis, and Buses

Dear Gregg,

Thank you for submitting a response to solicitation No. BPM000228. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 1/18/19.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, APP.

If you have any questions regarding your company's contract, please contact me at nick.perrera@azdoa.gov or 602.542.9128. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Nick Perrera
Statewide Procurement Manager
Section 1:
Solicitation Summary

1.0 What the State Is Soliciting

Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Medium and Heavy Duty Cab and Chassis necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office’s Website. The State intends to award contracts to qualified vendors in accordance with the terms, conditions and provisions set forth herein.

The awarded contract(s) shall replace existing contracts for Medium and Heavy Duty Cab and Chassis. The State desires to enter into a contract(s) with reliable and capable vendors who can; manage multiple agency accounts and delivery points located throughout the State, provide an effective ordering method for contract specific items, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Medium and Heavy Duty Cab and Chassis. This contract(s) will be used on an as needed basis; the State makes no guarantee as to actual spend under any resultant contract.

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What's in the Solicitation

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3.0 **How and When Proposals Are Due**

Proposals will only be accepted **online in the “The State’s e-Procurement System” at [https://app.az.gov](https://app.az.gov)** until the solicitation end date indicated in The State’s e-Procurement System for the Solicitation No. shown at the top of this page. Proposals must be in the State Procurement Office’s possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement System to the State’s e-Procurement System Help Desk:

- by phone at (602) 542-7600, option 2; or
- by email to app@azdoa.gov

**LATE PROPOSALS WILL NOT BE CONSIDERED.** No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State’s e-Procurement System.

4.0 **Pre-Offer Conference**

The State **will not** conduct a Pre-Offer Conference for this Solicitation.

5.0 **Inquiries**

Any question related to this Request for Proposal shall be submitted utilizing the State’s “**Discussions with Buyer**” Tab in the e-procurement system. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

---

**End of Section 1**
# Part 2: Scope, Pricing and Terms and Conditions

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SECTION 2-A: Scope of Work

DESCRIPTION: The State of Arizona invites sealed proposals from qualified firms to provide Medium and Heavy Duty Cab and Chassis for Statewide and Eligible Agencies as specified below.

DUE DATE AND TIME: Offers shall be received until **3:00 p.m. Arizona MST, 11/28/18.**

Additional information regarding submittal instructions is located within this document in the following sections: Special Instructions to Offerors and Uniform Instructions to Offerors.

Start of Scope

Requirements which must be met by vendors to be considered for this award include but are not limited to the following:

1. **GENERAL CONDITIONS AND REQUIREMENTS**
   
   1.1. All chassis shall be manufacturer’s current models in production throughout the term of this contract and shall be services completed by the Contractor before delivery and ready in all respects for use.
   
   1.2. All chassis bid and furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
   
   1.3. The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the eligible agency. See Exhibit 1 for quote sheet example. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options (including line item cost), applicable tax, delivery cost, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation.
   
   1.4. Within fourteen (14) calendar days after receipt of a purchase order, Contractor shall provide the eligible agency copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer’s factory order numbers is not received with in this timeframe the eligible agency has the option to cancel the order and purchase from another source. The eligible agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

2. **CHASSIS MODELS**

   The Contractor is encouraged to provide a full line of new Medium and Heavy Duty Cab & Chassis. Contractors shall submit a vehicle specification sheet for each cab & chassis offered, please see Attachment V, Price and Specification Spreadsheet. Eligible Agencies throughout
the State will have varying needs. Contractors shall provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of an eligible agency.

3. **CHASSIS UPFIT/MODIFICATION**

   The Eligible Agency may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific organizational needs. For example, a chassis may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis may require interior and/or exterior modifications per the Eligible Agency’s request. The Eligible Agency shall supply all upfit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to the Eligible Agency for review and acceptance before any work commences.

4. **WARRANTY**

   4.1. At a minimum, all equipment supplies under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum of the manufacturer’s warranty from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the eligible agency. The written warranty shall be included with the delivered vehicles to the eligible agency. The warranty terms shall be stated on Attachment II, where indicated.

   4.2. Contractors are encouraged to provide the State additional warranty packages that exceed the minimum requirements. Additional warranty information shall be included on Attachment II.

5. **CAB AND CHASSIS EQUIPMENT REQUIREMENTS**

   5.1. **Decals** – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model shall not be attached to any vehicle.

   5.2. **Fluid Requirements** – Contractor shall be responsible for notifying the eligible agency of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti-freeze, oils and lubricants that must be Original Equipment Manufacturer (OEM) only.

   5.3. **Service Requirements** – All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Servicing requirements shall include, but not limited to, the following:

   - Complete lubrication
   - Checking of all fluid levels to insure that they are filled to the manufacturer’s recommended capacity
   - Full tank(s) of fuel and DEF (diesel exhaust fluid) if required, less delivery fuel and DEF
   - Engine adjustment to proper operation condition
   - Tire inflation to correct pressure
   - Checking of all mechanical and electrical operations
   - Checking for any appearance defects
   - Cleaning, removal of all unnecessary tags and stickers, washing if necessary

   5.4. **Special Paint Requirement** – Eligible agencies may require special paint for some vehicles, i.e., special highway yellow and special eligible agency fleet colors. An increase of no more
than thirty (30) days over the required delivery time shall be allowed for this requirement. Contractors shall indicate on Attachment I if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is entered on Attachment I, it will be understood that there is no quantity requirement or additional cost.

5.5. **Special Title Requirement** – There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering eligible agency. The State has programs that require equipment purchased from special funds be returned to the State’s communities. These purchases will be made for authorized political subdivisions.

5.6. **Tires** – Any spare tire supplied, optional or standard, shall match the OEM tires and wheels contained on the vehicle. Spare tires shall be full size tire and wheel identical to factory OEM.

5.7. **Vehicle Equipment Requirements** – All base vehicles offered shall, at a minimum, include the following:

- All standard factory equipment
- Automatic transmission
- Cruise Control
- Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle
- Air conditioning
- Basic radio with Bluetooth capability for cell phone connection
- Cloth seats
- Rear view mirrors on driver and passenger doors
- Standard factory tint glass, if available

### 6. TRAINING MATERIALS AND DIAGNOSTIC TOOLS

6.1. Training shall be provided by the Contractor for equipment supplied upon request from the eligible agency. Training shall be available for maintenance of engine and other mechanical and electrical functions. Training shall be categorized by Operator Training and Service (or Repair) Training and shall be provided according to the description provided in Attachment I.

6.2. **Shop Manuals** – Shop manuals shall be provided by electronic, web based and/or hard copy to a requesting eligible agency. If hard copy is available, any costs and ordering mechanisms, such as order forms, shall be indicated on Attachment I.

6.3. **Diagnostic Tools/Subscriptions** – The Contractor shall provide a diagnostic scan tool(s), laptop program, and/or yearly subscription for any vehicles offered under this contract for which such device is available, upon request of an Eligible Agency. Cost of initial and any additional diagnostic equipment, yearly subscriptions or programs shall be provided in Attachment I.

### 7. MANUFACTURER’S CERTIFICATION

7.1. The Contractor shall submit proof of Manufacturer certification in response to the qualifications questions located in Section 3 Attachment 2-A, stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer’s Certification must be executed by the Manufacturer(s) only, and may not be completed by the Contractor. Dealer agreements shall not be accepted in lieu of a Manufacturer’s Certification.

### 8. CURRENT MODELS

8.1. All vehicles shall be the manufacturer’s current models in production at the time of delivery.
All vehicles shall be new, unused, equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

9. DEALERSHIP, PARTICIPATING SERVICE AND DELIVERY LOCATIONS

9.1. The Contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically and shall contain:

9.2. The dealer or outlet name
9.3. Location (physical address)
9.4. Telephone/fax numbers and email information
9.5. Key personnel at that location
9.6. Approval shall be in the form of a bilateral change order in the State’s e-Procurement system, and shall become effective on the date the change order is the ‘Sent’ status.

10. DELIVERY (MINIMUM)

10.1. Delivery location shall be identified on the issuing eligible agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the eligible agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on the pricing document.

10.2. All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M., unless a time has been agreed upon between the Contractor and eligible agency. The Contractor shall be required to give the ordering eligible agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

10.3. All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes and a full tank(s) of fuel, less delivery.

10.4. The following documents shall be provided upon delivery of the vehicles(s):

10.5. M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
10.6. Warranty Document
10.7. Manufacturers unaltered invoice
10.8. The retail price label must be affixed to the window of all vehicles delivered
10.9. Delayed warranty/in-service start request form (if requested by ordering entity)

11. EQUIPMENT INSPECTION

11.1. Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The State shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.
11.2. Each vehicle delivered shall be subject to a complete inspection by the eligible agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

12. IN-SERVICE NOTIFICATION

12.1. Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The eligible agency shall notify the Contractor in writing of the actual in-service date, on forms to be provided for such purpose upon request by the eligible agency.

13. OPTIONAL EQUIPMENT

13.1. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

14. RECALL NOTICES

14.1. In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from any resultant contract, a notice shall be sent to the eligible agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. The contractor shall provide and retrofit at no cost to the State all vehicles purchased under this contract with vehicle safety enhancements as a result of the recall.

15. VEHICLE DOCUMENTATION

15.1. The Contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery.

16. FEDERAL TERMS

THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY VEHICLES PROCURED WITH FEDERAL FUNDS

16.1. BUS TESTING The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA ’s implementing regulation at 49CFR Part 665 and shall perform the following:

• Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient’s final acceptance of the first vehicle.

• A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

• If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient’s final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.
• If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle’s configuration and major components.

16.2. BUY AMERICA

• The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

• An Offeror may be required to submit an appropriate Buy America certification if federal funds are utilized to procure products and/or services under the contract.

16.3. CARGO PREFERENCE REQUIREMENTS

The Contractor agrees:

• To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

• To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.)

• To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16.4. CIVIL RIGHTS

• The Contractor is required to comply with Executive Order 99-4 “Non-Discrimination in Employment by Government Contractors and Subcontractors,” which is hereby included in its entirety by reference and considered a part of this Contract.

• The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR
710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

16.5. CLEAN AIR

The Contractor agrees to:

• Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et.seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

• Include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

16.6. CLEAN WATER

• The Contractor agrees to:

• Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.

• To report each violation to the Purchaser and understands and agrees that the Purchaser shall, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

• To include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

16.7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

• Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

• Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
• Withholding for unpaid wages and liquidated damages: The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

• Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

• Payrolls and basic records: Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

16.8. ENERGY CONSERVATION

• The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.9. FEDERAL CHANGES

• Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

16.10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

16.11. LOBBYING RESTRICTIONS

• Contractors who apply or bid for an award of $100,000.00 or more shall file the certification required (ATTACHMENT ASSIGN NUMBER) by 49CFR part 20, “New Restrictions of Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

16.12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

• The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

• The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16.13. PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS

• The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA’s implementing regulation at 49

• C.F.R. Part 663 and to submit the following certifications:

• Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the offeror certifies compliance with Buy America, it shall submit documentation, which lists:

• Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.

• The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
• Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.

• Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

  • Manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

  • Manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

16.14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS


• C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

• The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

• The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16.15. PRIVACY ACT

• The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

• The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part
16.16. STATE AND LOCAL LAW DISCLAIMER

- The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

End of Section 2-A
SECTION 2-B: Pricing Document

1.0 Compensation

1.1 Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the “●” mark below:

DISCOUNT OFF LIST OR CATALOG

1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in the pricing document.

1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.2.3 Each catalog must:

- bear the applicable State contract number;
- list all materials or services Contractor is authorized to sell under the Contract;
- not contain any items that are excluded from the Contract;
- provide ordering information and contact information for customer support.

1.2.4 Each catalog and its accompanying price list must include for each item:

- a part or model number, if applicable;
- a complete and accurate description of the item;
- the manufacturer’s suggested retail price (MSRP) or Contractor’s list price;
- a stock keeping unit (SKU), if applicable;
- the item’s unit of measure (UOM), if applicable; and
- the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

- The electronic versions are to be provided as they are available.
  - State, at its discretion, may host Contractor’s electronic price lists and catalogs directly, or may link through the e-procurement system as a punch-out.
  - Regardless of the number and types of links to Contractor’s electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.

1.3 Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.
2.0 Pricing

2.1 CONTRACTOR’S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachment 4 Pricing, including any subsequent agreed amendment to it (the “Contract Pricing”), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence (“Contractor’s Best Pricing”) is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor’s Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor’s Best Pricing for all sales related to the Contractor made after the date when the Contractor’s Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor’s Best Pricing had been applied when it should have been) has been settled.

2.2 For the purpose of this contract, “MSRP” shall be defined as an acronym for the Manufacturer’s Suggested Retail Price. It represents the Manufacturer’s recommended retail selling Price, list Price, published Price, or other usual and customary Price that would be paid by the purchaser for specific commodities and contractual services. It must be available and verifiable by the State.

2.3 Medium and Heavy Duty Cab and Chassis and Available Options. All pricing shall be a percentage off MSRP. Pricing shall include the following: all profit, administrative charges, Dealer preparation charges, environmental fees, title application and registration fees, plate transfer fees, handling charges, shipping charges, and any other charges or fees necessary to deliver the base vehicle according to the specification, exclusive of taxes. Shipping charges shall be defined as the delivery cost for each vehicle within the county in which the Contractor is located.

2.4 Delivery. Delivery costs for each county outside the county in which the dealer is located shall be indicated on Attachment 4 Pricing. There shall be no delivery charges for vehicles delivered within the county in which the Contractor is located.

2.5 Supplemental Pricing – All Inclusive. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor’s offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor’s Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

2.6 Pricing for any additional products or services shall be in accordance with the information provided in Attachment 4- Pricing.

2.7 Price Reductions and Sales Promotions. Contractor may reduce its contracted price at any time, and will provide documentation listing the original State contract price and the new reduced or promotional price. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

2.8 NO ADJUSTMENT. All prices and rates in the e-Procurement system, or Orders if and to the extent they differ from those in the exhibit, will be valid for the entire term of the Contract, and will not be subject to revision for
inflation or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity’s purchasing tool/process.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

<table>
<thead>
<tr>
<th>Item</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill-to name and address</td>
<td></td>
</tr>
<tr>
<td>Contractor name and contact information</td>
<td></td>
</tr>
<tr>
<td>Remit-to address</td>
<td></td>
</tr>
<tr>
<td>State contract number</td>
<td></td>
</tr>
<tr>
<td>Order number (typically the The State’s e-Procurement System PO #)</td>
<td></td>
</tr>
<tr>
<td>Invoice number and date</td>
<td></td>
</tr>
<tr>
<td>Date the items shipped or services performed</td>
<td></td>
</tr>
<tr>
<td>Applicable payment terms</td>
<td></td>
</tr>
<tr>
<td>Contract line item number</td>
<td></td>
</tr>
<tr>
<td>Contract line item description</td>
<td></td>
</tr>
<tr>
<td>Quantity delivered or performed</td>
<td></td>
</tr>
<tr>
<td>Line item unit of measure</td>
<td></td>
</tr>
<tr>
<td>Item price</td>
<td></td>
</tr>
<tr>
<td>Extended pricing</td>
<td></td>
</tr>
<tr>
<td>Discount off list or catalog</td>
<td></td>
</tr>
<tr>
<td>Taxes (as a separate invoice line item)</td>
<td></td>
</tr>
<tr>
<td>Upcharge shipping/freight, etc. (as a separate invoice line item)</td>
<td>Materials only</td>
</tr>
<tr>
<td>Total invoice amount due</td>
<td></td>
</tr>
</tbody>
</table>

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. Expediting, overtime, premiums, or upcharges absent State’s express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties’ representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor’s authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
   (a) are sent to an incorrect address;
   (b) do not reference the correct State contract number; or
   (c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions.

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor’s requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:
Request for Proposal
Solicitation No.
BPM000228
Description:
Medium and Heavy Duty Cabs, Chassis, and Buses

https://gao.az.gov/afis/vendor-information

End of Section 2-B
SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 Acceptance

Acceptance means the document headed “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

1.2 Accepted Offer

If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.

If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.

If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.

1.3 Arizona Procurement Code; A.R.S.; A.A.C.

“Arizona Procurement Code, “A.R.S.,” and “A.A.C.” are each defined in the Instructions to Offerors.

1.4 Arizona TPT

“Arizona TPT” means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.

1.5 Attachment

“Attachment” means any item that:

1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
2. was attached to an Offer when submitted; and
3. was included in the Accepted Offer.

1.6 Pricing Document

“Pricing Document” means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then “Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.7 Contract Amendment

“Contract Amendment” means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term “Change Order” in The State’s e-Procurement System is to be construed as being synonymous with “Contract Amendment”.

1.8 Contract Terms and Conditions

“Contract Terms and Conditions” means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.

1.9 Contractor

“Contractor” means the Person identified on the Accepted Offer who has entered into the Contract with State.

1.10 Contractor Indemnitor

“Contractor Indemnitor” means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.11 Co-Op Buyer  “Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.12 Eligible Agency  If the Special Terms and Conditions indicates that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.

1.13 Indemnified Basic Claims  “Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.14 Instructions to Offerors  “Instructions to Offerors” is Section 3-a of Part 3 of the Solicitation Documents.

1.15 Order  “Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an “Order”:

1. Release or “Release Purchase Order” in The State’s e-Procurement System;
2. “task order”, “service order,” or “job order” when a Release Purchase Order for Services has already been committed in The State’s e-Procurement System; or
3. “purchase order” for buying by Co-Op Buyers, if co-op buying applies.


NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

1.17 State  With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.18 State Indemnitees  “State Indemnitees” means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19 Subcontractor  “Subcontractor” has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is “... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit ... .” The Contract is to be construed as “a contract with a state governmental unit” for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
1.20 Work

“Work” means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor’s obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to “Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractors’ respective agents, representatives, and employees” in every instance unless the context plainly requires that it be a reference only to Contractor as apart from Subcontractors;

2. uses the permissive “may” with respect to a party’s actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

3. uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.

4. uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written “must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes” in every instance;

5. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

6. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;

(b) the final Solicitation Documents, in the order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;
2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for twelve (12) months unless canceled, terminated, or permissibly extended.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as “Default for Type” for “General Mailing Address” in Contractor’s corresponding The State’s e-Procurement System Vendor Profile; and

(b) address any required notices to Contractor the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall:

(a) address all Contract correspondence other than format notices to the email address indicated in “Contact Instructions” in the The State’s e-Procurement System Summary for State; and

(b) address any required notices to State to Procurement Officer identified as “Purchaser” in the State’s e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or “approval” in The State’s e-Procurement System, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:
1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or “approval” in The State's e-Procurement System, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgment, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, an authorized State user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State’s demand, the choice of which being at State’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.
3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor’s administrative communications and records relating to the Contract, are considered work product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) “Government Purpose Rights” are:
   i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
   ii. the right to release or disclose that work product to third parties for any State government purpose; and
   iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) “Government Purpose Rights” do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

(c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor’s or its affiliates’ ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor’s candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer’s advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer’s written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For
either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer’s signature on the Acceptance is Contractor’s authorization to perform and therefore no Order is required: (a) the Contract is identified as being a “single-agency/single-project” contract and (b) the Contract was created in The State’s e-Procurement System as something other than a “Master/Blanket” type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.


The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a “statewide” contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be
construed as a “delivery order” sub-type of ID/IQ contract to the extent the Work is Materials, and a “task order” sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

   https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) “approving” the Order electronically in The State’s e-Procurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in The State’s e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in The State’s e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State’s e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State’s e-Procurement System and if it does so the rejection will be void.

6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer’s instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State’s part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor’s obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor’s refusal to do so would be a material breach of the Contract.
3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State’s employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor’s work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State’s or other vendors’ performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State’s rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State’s grounds or its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State’s property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].
4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer’s prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor’s proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer’s written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State’s rights or remedies under the Contract or laws.
6.0 Risk and Liability

6.1 Risk of Loss
Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not specify particular duties, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance
Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

<table>
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<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Rented Premises</td>
<td>$50,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit (CSL)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

   a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the
Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation..............................................Statutory
Each Accident                           $1,000,000
Disease – Each Employee              $1,000,000
Disease – Policy Limit               $1,000,000

a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor’s policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E

2. Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor’s Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State’s receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. All such certificates required by this Contract shall be sent directly to the Arizona State
Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

**APPROVAL and MODIFICATIONS:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 6.3 Indemnification
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### 6.4 Patent and Copyright Indemnification
CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys’ fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State
shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, “force majeure” means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party’s fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence.

Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party’s default unrelated to the occurrence, in which case and to that extent the other party’s normal remedies and the affected party’s obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State’s acceptance.
7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State’s authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and

2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.7 Lobbying

7.7.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>Claim Resolution</td>
</tr>
<tr>
<td></td>
<td>Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.</td>
</tr>
<tr>
<td>10.2</td>
<td>Mandatory Arbitration</td>
</tr>
<tr>
<td></td>
<td>In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.</td>
</tr>
</tbody>
</table>

11.0 General Provisions for Materials

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.1</td>
<td>Applicability</td>
</tr>
<tr>
<td></td>
<td>Article 11 applies to the extent the Work is or includes Materials.</td>
</tr>
<tr>
<td>11.2</td>
<td>Off-Contract Materials</td>
</tr>
<tr>
<td></td>
<td>Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, n either case being without obligation and at Contractor's expense. As used above, “off-contract item” refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded item” refers to any product expressly stated in the Contract as being excluded from the Contract.</td>
</tr>
<tr>
<td>11.3</td>
<td>Compensation for Late Deliveries</td>
</tr>
<tr>
<td></td>
<td>Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them</td>
</tr>
<tr>
<td>11.4</td>
<td>Indicate Shipping Costs on Order</td>
</tr>
<tr>
<td></td>
<td>Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)</td>
</tr>
<tr>
<td>11.5</td>
<td>Current Products</td>
</tr>
<tr>
<td></td>
<td>Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract</td>
</tr>
<tr>
<td>11.6</td>
<td>Maintain Comprehensive Selection</td>
</tr>
<tr>
<td></td>
<td>Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.</td>
</tr>
<tr>
<td>11.7</td>
<td>Additional Products</td>
</tr>
</tbody>
</table>
|         | State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor’s request or proposal in
11.8 Discontinued Products

The response to State’s request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer’s notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer’s announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7)

Forced substitutions will not be permitted; Contractor shall obtain State’s prior written consent before making any discretionary substitution for any product covered by the Contract.

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, “recalls” hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State’s part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller’s dock) Incoterms®2010, with “seller’s dock” meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to “F.o.b. Origin, Contractor’s Facility” under FAR 52.247-30.

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor’s liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to “F.o.b. Destination, Within Consignee’s Premises” under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller’s dock) with no mark-up, which Contractor shall itemize and invoice separately.

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order. Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

2. if the Contract is for a single State agency in all its locations, then Contractor shall...
deliver to any of that agency’s location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
   i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
   b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
   c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions.

Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually.

Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials
1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State’s discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State’s part.
11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day

2. reimburse Contractor for:
   
   (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
   
   (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant

Contractor shall timely provide State with any “Safety Data Sheets” (SDS) and any other hazard communication documentation required under the US Department of Labor’s Occupational Safety and Health Administration (OSHA) “Hazard Communication Standard” (often referred to as the “HazCom 2012 Final Rule”) that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as “Material Safety Data Sheets” or “Product Safety Data Sheets”, but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor’s responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

11.18 Order Cancellation

11.19 Product Safety

11.20 Hazardous Materials
12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor’s request or proposal in response to State’s request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, “off-contract service” refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded service” refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State’s facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State’s operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State’s representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an
industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State’s rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

2. State may demand to review and approve Contractor’s analysis and plans, and Contractor shall make any corrections State instructs and adopt State’s recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.

3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State’s proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State’s behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State’s proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State’s confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each
13.3 **Personally Identifiable Information.** Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State’s employees’ or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and

2. “protect” means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.

NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

13.4 **Protected Health Information.** Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State’s current and published PHI/ePHI privacy and security policies and procedures;

2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and

3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular “Business Associate Agreements” in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

End of Section 2-B
SECTION 2-D: Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 Attachment
“Attachment” means any item the solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract
“Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 Contract Amendment
“Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor
“Contractor” means any Person who has a Contract with the State.

1.5 Days
“Days” means calendar days unless otherwise specified.

1.6 Exhibit
“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity
“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials
“Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 Procurement Officer
“Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Services
“Services” has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is “… the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements.” Services includes Building Work and the service aspects of software described in paragraph 1.8.

1.11 State
“State” means the State of Arizona and Department or Agency of the State that executes the Contract.

1.12 State Fiscal Year
“State Fiscal Year” means the period beginning with July 1 and ending June 30.

1.13 Subcontract
“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1 Arizona Law
The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
2.2 **Implied Terms**

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence**

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;
2.3.2. Uniform Terms and Conditions;
2.3.3. Statement or Scope of Work;
2.3.4. Specifications;
2.3.5. Attachments;
2.3.6. Exhibits;
2.3.7. Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties**

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability**

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence**

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver**

Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3.0 Contract Administration and Operation

3.1 **Records**

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination**

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit**

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing**

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices**

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative
3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or ‘overhead’ services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does...
not relieve the seller from its obligation to remit taxes.

4.3.3. **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

4.3.4. **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 **Availability of Funds for the Next State fiscal year**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State fiscal year**

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;
4.5.2. Cancel the Contract; or
4.5.3. Cancel the contract and re-solicit the requirements

5.0 **Contract Changes**

5.1 **Amendments**

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts**

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 **Risk and Liability**

6.1 **Risk of Loss**

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification**

6.2.1. **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. **Public Agency Language Only** Each party (as ‘indemnitor’) agrees to indemnify, defend, and hold harmless the other party (as ‘indemnitee’) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively...
6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;
6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;
7.2.2. Fit for the intended purposes for which the materials are used;
7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
7.2.4. Adequately contained, packaged and marked as the Contract may require; and
7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness
The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing
The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws
The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination
7.6.1. Contractor’s Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties here to acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State’s Contractual Remedies
8.1 Right to Assurance
If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State’s option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order
8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies
The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender
Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor’s non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up...
10.0 Contract Claims

10.1 Contract Claims
All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1 Arbitration
The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1 Comments Welcome
The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2
Part 3 of the Solicitation

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Section 3-A: Instructions to Offerors

1.0 Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:


NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

The Arizona State Legislature provides the official A.R.S. online at: http://www.azleg.gov/ArizonaRevisedStatutes.asp

The Office of the Arizona Secretary of State provides the official A.A.C. online at: http://www.azsos.gov/rules/arizona-administrative-code

1.2 Clarifications “Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract “Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment “Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions “Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor “Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation “Evaluation” means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation “Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9 Not Susceptible for Award “Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)

“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.

“Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.

“Best and Final Offer” (BAFO) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.

Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.

1.11 Offeror

“Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.

1.12 Pricing Document

“Pricing Document” means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.

1.13 The State’s e-Procurement System

“The State’s e-Procurement System” is defined in paragraph 1.16 of the Special Terms and Conditions.

1.14 Procurement Officer

“Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.

1.15 Solicitation

“Solicitation” means this procurement solicitation, which State is issuing as either:

1. an invitation for bids ("IFB") under A.R.S. § 41-2533;
2. a request for proposals ("RFP") under A.R.S. § 41-2534;
3. a request for quotations ("RFQ") under A.R.S. § 41-2535; or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

1.16 Solicitation Amendment

“Solicitation Amendment” means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.

1.17 Solicitation Summary

“Solicitation Summary” means Section 1 of the Solicitation Documents.

1.18 State

“State” is defined in paragraph 1.11 of the Uniform Terms and Conditions.

1.19 Subcontract

“Subcontract” is defined in paragraph 1.13 of the Uniform Terms and Conditions.

1.20 Subcontractor

“Subcontractor” is defined in paragraph 1.19 of the Special Terms and Conditions.

2.0 Solicitation Inquiries

2.1 Duty to Examine

Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.
2.2 State Contact Person

Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the State’s e-Procurement System Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.

2.3 Submission of Inquiries

Submit all inquiries related to the Solicitation in The State’s e-Procurement System. The Procurement Officer will not respond to inquiries received in any other manner.

1. Submit technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement System to the State’s e-Procurement System Help Desk:
   - by phone at (602) 542-7600, option2; or
   - by email to https://app@azdoa.gov.
2. Submit all other inquiries about the Solicitation using the “Discussions with Buyer” tab in the State’s e-Procurement System. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement system, the State is not responsible for responding to any inquiries submitted less than 3 (three) business days before the offer due date and time.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 Verbal or Email Responses

An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

Only a Solicitation Amendment issued in The State’s e-Procurement System can change the Solicitation.

2.7 Pre-Offer Conference

No Pre-Offer Conference will be held for this solicitation.

3.0 Offer Preparation

3.1 Online Documents

The Solicitation Documents are only provided online in The State’s e-Procurement System; State will not provide any printed copies or other formats.

3.2 Electronic Submissions

When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.

3.3 Deviations in Offer

When submitting an Offer, clearly indicate in writing any deviations from the Specifications or other Solicitation technical requirements documents. Any un-identified deviation will be deemed void upon submission.

NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.

3.4 Evidence of Intent

Every one of your Offer submissions (e.g. initial submission and any subsequent re-submission) must contain Attachment 1 [Offer and Acceptance Form] with a signature.
3.5 Exceptions to Solicitation Documents

If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate “NO” on Attachment 5-B [Conformance Statement] and provide the required justification. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.

3.6 Insurance and Bonds

Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in Attachment 5-C [Insurance and Bonding Evidence].

If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.2 of the Special Terms and Conditions [Contractor Insurance Requirements] on the grounds that it is confidential information, then you must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A [Designation of Confidential Information] and as per Instruction 4.7 Confidential Documents below.

Unless Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.

3.7 Identification of Taxes in Offer

State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions.

3.8 Excise Tax

State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.

3.9 Tax Identification

You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C. §6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.

3.10 Disclosure

If you are submitting an Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

3.11 Federal Immigration Laws

By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide.
promptly. Not providing the evidence will be grounds for Procurement Officer to
determine that the Offer is Not Susceptible for Award.

3.12 Cost of Offer
Preparation

State will not reimburse to you or any of your prospective subcontractors, suppliers, or
consultants any costs associated with responding to the Solicitation.

3.13 Offshore
Performance of
Work Prohibited

Any services that are described in the specifications or scope of work that directly serve
the State of Arizona or its clients and involve access to secure or sensitive data or
personal client data shall be performed within the defined territories of the United
States. Unless specifically stated otherwise in the specifications, this paragraph does
not apply to indirect or ‘overhead’ services, redundant back-up services or services that
are incidental to the performance of the contract. This provision applies to work
performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore
services in the proposal.

4.0 Submission of Offer

4.1 Required Offer
Content

INITIAL SUBMISSION:
Submit all of the Initial Offer content called for in Section 3-B: Offer Forms
(Attachments).

BEST and FINAL OFFER
Best and Final Offer (BAFO) must contain all of the Attachments indicated in the
applicable Procurement Officer request for a Submitted Offer. Make revisions in
response to the negotiations / discussions and the Procurement Officer’s Request for
Best and Final Offer in all applicable documents and pricing grid in the State’s e-
procurement system.

4.2 Attachment Forms

If an Attachment indicates that a “Form” is being provided for an Attachment, then the
Solicitation includes the required form and format for submitting the Attachment. No
other form or format will be accepted, and your Offer can be determined to be Not
Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach
additional documents regarding a particular question or line item, then doing so will be
acceptable so long as the filled-out Attachment clearly states “See Attachment X
Supplement (#1 of 2),” etc., and the additional document is clearly marked as
“Attachment X Supplement (#1 of 2),” etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such “additional” document as an individual file and
name the file to match the document title.

NOTE (3): Do not include non-specific marketing materials in an Offer. If something is
not specifically called for, then including it will not be helpful during Evaluation, and
might in fact be grounds for down-grading if it does not address your experience and
capacity to carry out the work for this Solicitation.

4.3 Pricing

Pricing must be shown in the EXCEL document titled as follows:
Attachment 4 Pricing

4.4 Submission

Submit each Offer online in The State’s e-Procurement System before the “Bid
Opening Date” indicated for the “Solicitation No.” State will not consider a proposal
...
submitted by any other method other than The State’s e-Procurement System, and it will be deemed void upon submission. **By A.A.C. R2-7-C307, State will not consider later offers.** State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State’s e-Procurement System. If your proposal is not submitted correctly, completely, and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

**NOTE:** Using the State’s e-Procurement System requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in The State’s e-Procurement System carefully, since the State’s e-Procurement System Help Desk cannot do any of the required actions for you.

4.5 Solicitation Amendments

**Acknowledge each Solicitation Amendment in The State’s e-Procurement System.** By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive. To be Responsive you must submit or re-submit your offer. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

4.6 Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the offer due date and time unless expressly permitted under applicable law.

4.7 Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

1. indicate on Attachment 5-A [Designation of Confidential Information] that your proposal contains such claimed confidential information; and
2. designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term “confidential.”

**Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317** – Attachment 5-A must be accompanied by a detailed explanation as to why each item or category of items in the proposal should be designated confidential information.

Submit Confidential Information/Documentation as a Supplement(s) to Section 5-A. **DO NOT incorporate information you are requesting to be determined as Confidential in any other section of your response.** If the Confidential information is to be responsive to another Section/Question, simply provide a statement providing the Section 5-A Supplement Title to be reviewed by the Evaluators.

Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

**NOTE:** Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.
4.8 Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in the State’s e-Procurement System after the resulting contracts have been awarded, except for any portions that were determined to be confidential information. Procurement Officer shall make the names of Persons who submitted offers available in The State’s e-Procurement System promptly after the opening date.

4.9 Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

1. you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
2. you do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 Responsibility; Responsiveness and Acceptability

5.1 Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror’s responsibility, as well, as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror's responsibility as well as susceptibility to Contract Award:

1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror’s agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
4. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
5. Whether the Offeror promptly supplied all requested information concerning its responsibility;
6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
8. Whether the Offer limits the rights of the State;
9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
11. Whether the Offeror provides misleading or inaccurate information.

5.2 Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror’s intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

Proposal Content. The Offeror shall make a firm commitment to provide services as required and proposed.

- The material contained in the Offer shall be relevant to the service requirements stated in the solicitation.
- It is to be submitted in a sequence that reflects the scope of work section of this document.
- It is to include information relevant to the designated evaluation criteria.
- Failure to include the requested information may have a negative impact on the evaluation of the Offeror’s proposal.

5.3 Eligibility for Evaluation and Negotiation

If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are “susceptible for award” with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.

6.0 Evaluation of Offers

6.1 Offer Validity Period

By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.

6.2 Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor irregularities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.
6.3 Oral Presentations

The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

6.4 Cost or Pricing Data

Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:

1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and,
3. determination that the data is not defective under A.A.C. R2-7-705.

6.5 Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

6.5.1 Capacity of Offeror, Experience;
6.5.2 Methodology; and
6.5.3 Cost.

6.6 Negotiations

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.

6.7 Financial Stability

You must be able to substantiate your financial stability to State’s satisfaction as a precondition of any contract award. Procurement Officer may demand documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

6.8 Consideration of Exceptions

Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.

6.9 Consideration of Deviations

Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.

6.10 Consideration of Prompt Payment Discount

Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.
6.11 Consideration of Taxes
Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.

6.12 Consideration of Cost
Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State’s intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.

6.13 Unit Price Prevails
In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.

6.14 Waiver and Rejection
Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

7.0 Award of Contract

7.1 Best Advantage to State
Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror(s) whose offer(s) is/are determined to be most advantageous to the State based on the stated evaluation criteria.

7.2 Number of Types of Awards
State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.

7.3 Contract Inception
Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer’s signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State’s acceptance of your Offer.

7.4 Contract Document Consolidation
State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract’s operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.
8.0 Solicitation or Award Protests

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

1. the name, address, email address and telephone number of the interested party;
2. signature of the interested party or its representative;
3. identification of the purchasing agency and the solicitation or contract number;
4. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. the form of relief being requested.

9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have.

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 402
Phoenix, Arizona, 85007

End of Section 3-A
Section 3-B: Offer Forms (Attachments)

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ATTACHMENT 2-B .... ORGANIZATION PROFILE ....................................................... 20
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--
Appendix A

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Medium and Heavy Duty Cabs, Chassis, and Buses in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

<table>
<thead>
<tr>
<th>Initial Offer:</th>
<th>Revised Offers:</th>
<th>Best and Final Offer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>date</td>
<td>initial date #1</td>
<td>initial date #2</td>
</tr>
<tr>
<td>date #2</td>
<td>initial date #3</td>
<td>initial date #4</td>
</tr>
<tr>
<td>date #3</td>
<td>initial date #5</td>
<td>initial date #6</td>
</tr>
<tr>
<td>date #4</td>
<td>initial date #6</td>
<td>initial</td>
</tr>
</tbody>
</table>

**Midway Chevrolet Company LLC-2**

Offer company name: Midway Chevrolet Company LLC-2

Offeror address: 2323 W. Bell Rd.

City: Phoenix | State: Az | ZIP: 85083

Offeror contact: Greg Ball

Fleet Manager

Offeror phone number: 602-733-2251

Offeror email: gball@taig.com

Offeror federal tax identifier (EIN or SSN): 86-0202697

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41–1461 through 1465;
2. has not given, offered to give, nor intends to give at any time thereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number 8, dated 1-16-19 (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

**Procurement Officer signature:**

**STATEWIDE PROCUREMENT MANAGER:**

**PART 3 of the Solicitation Documents**

Template version 3.0 (12-OCT-2018)
Attachment 2-A
Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

1.1 Brief overview of business operations, with an emphasis on experience providing Training - Professional Development and/or Related Consultation services.

1.2 Date established;

1.3 Ownership (public, partnership, subsidiary, etc.);

1.4 Location in which the Offeror is incorporated;

1.5 Address of “Main Office” (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks);

1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;

1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;

1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;

1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;

1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;

1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;

1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,
1.13 Full disclosure of any criminal or civil offense.

1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.

1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:
Midway Chevrolet is an Automotive Franchise dealership. We have over 250 employees from trainees to Dealer Principal. It was established in 1966. It is an Delaware Corporation and LLC licensed in Arizona. It is part of the National Berkshire Hathaway Automotive Investment Group.

Our office is located at the dealership, 2323 W. Bell Rd. In Phoenix. The Contact person for State Contracts is Gregg Ball. Pam Finkin and Alexandria Reilly will be available for support.

Items 1.7-1.13 answers are no or none.

Question 2: Company Experience

A. What market(s) are your current clients primarily in?
B. What experience do you have serving clients in Business Markets within the State of Arizona State?
C. What is the range in size of your current clients?
D. How long have you provided services to your longest tenured client?
E. Why did your last three former clients cancel their contracts?
F. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:
We do business with Companies across the 50 United States. Our Government and Municipal customers are limited to the State of Arizona. We have been a vendor for the State of Arizona for over 20 years serving many municipalities for that duration. Our contracts have expired and never been canceled.

Our advantage is experience. Excellent, fast and professional customer service. Knowledge of the procurement systems along with being flexible for the individual requirements from each our customers.

Question 3: Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:
Click here to enter your response.
Question 4: Proposed Project Members and Organization

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

_in addition, also state the Members related experience with large local, state or federal government agencies._

Offeror Response:
Click here to enter your response.

Question 5: Subcontractors

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:
Click here to enter your response.

Question 6: Submit copies of all applicable certificates and licenses that support Offeror’s ability to provide the goods and services being proposed.

Offeror Response:
Click here to enter your response.
EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

<table>
<thead>
<tr>
<th>Client Company/Address</th>
<th>Contact</th>
<th>Begin Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona Department of Public Safety</td>
<td>John Mollet</td>
<td>2000</td>
<td>Current</td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6022232520</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jmollet@azdps.com">jmollet@azdps.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automotive Sales and Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List job positions provided and technologies utilized to supplement services.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Company/Address</th>
<th>Contact</th>
<th>Begin Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maricopa County</td>
<td>Gidget Vigil</td>
<td>2011</td>
<td>Current</td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6025064674</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:gidgetvigil@mail.maricopa.gov">gidgetvigil@mail.maricopa.gov</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automotive Sales and Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List job positions provided and technologies utilized to supplement services.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Client Company/Address

<table>
<thead>
<tr>
<th>City of Mesa</th>
<th>Chris Jack</th>
<th>2000</th>
<th>Current</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phone Number</strong></td>
<td><strong>Email Address</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>480-644-4468</td>
<td><a href="mailto:Chris.jack@mesaaz.gov">Chris.jack@mesaaz.gov</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Automotive Sales and Services**

Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)

List job positions provided and technologies utilized to supplement services.

x

### Client Company/Address

<table>
<thead>
<tr>
<th>ADOT</th>
<th>Jack Dryer</th>
<th>2000</th>
<th>Current</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phone Number</strong></td>
<td><strong>Email Address</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>602-712-6506</td>
<td><a href="mailto:jdryer@azdot.gov">jdryer@azdot.gov</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Automotive Sales and Services**

Project Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)

List job positions provided and technologies utilized to supplement services.

x

---

End of Attachment 2-A
ORGANIZATION PROFILE

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Midway Chevrolet Company LLC-2</th>
<th>Year established</th>
<th>1966</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal address</td>
<td>2323 W. Bell Road Phoenix Arizona 85023</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entity type:</td>
<td>Corporation</td>
<td>Structure:</td>
<td>LLC</td>
</tr>
<tr>
<td>Branch or Division</td>
<td>x</td>
<td>Parent:</td>
<td>Berkshire Hathaway Automotive Corporation</td>
</tr>
</tbody>
</table>

- Years of experience providing goods similar in type and quantity as required by this Solicitation: 20
- Years of experience performing services similar in size and scope as required by this Solicitation: 20
- Years the organization has conducted business in Arizona: 52

Contract Representatives to Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone Number</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Gregg Ball</td>
<td>Fleet Manager</td>
<td>602-733-2251</td>
<td><a href="mailto:gball@vtaig.com">gball@vtaig.com</a></td>
</tr>
<tr>
<td>2. Pam Finkin</td>
<td>Controller</td>
<td>602-866-0102</td>
<td><a href="mailto:pfinkin@vtaig.com">pfinkin@vtaig.com</a></td>
</tr>
<tr>
<td>3. Alexandria Reilly</td>
<td>Asst. Fleet Manager</td>
<td>602-588-1700</td>
<td><a href="mailto:areilly@vtaig.com">areilly@vtaig.com</a></td>
</tr>
</tbody>
</table>

Licenses/Certifications

<table>
<thead>
<tr>
<th>Description</th>
<th>Issuer</th>
<th>Number</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Chevrolet/Isuzu Franchise Dealership</td>
<td>Chevrolet and Isuzu Corporation</td>
<td></td>
<td>2020</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>8.</td>
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<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Financial Information

<table>
<thead>
<tr>
<th>Rating/Issuer</th>
<th>Score/Rank</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Capacity

<table>
<thead>
<tr>
<th>Location</th>
<th>Work Performed</th>
<th>Number Staff</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2323 W. Bell Road Phx, Az.</td>
<td>Automotive Sales/Service</td>
<td>310</td>
<td></td>
</tr>
</tbody>
</table>

### ATTACHMENT 2-B SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

<table>
<thead>
<tr>
<th>Title</th>
<th>Document Date</th>
<th>No. of pages</th>
<th>Purpose in Offer</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. Financial Statements</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>20.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td></td>
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<tr>
<td>22.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

End of Attachment 2-B
Attachment 3-A
Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company’s overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

**Question 1:** Offeror shall provide information on locations and geographic regions served.

**Offeror Response:** Midway delivers vehicles to all counties in the State of Arizona.

**Question 2:** Offeror shall describe how customers can check their order status (website, telephone, etc).

**Offeror Response:** Gm websites are available to State Contract customers. Dealer can offer any information at any time to the requestor as well.

**Question 3:** Offeror shall detail any Manufacturer’s Standard and Extended New Vehicle Service Agreement(s):

**Offeror Response:** Chevrolet vehicles have 5 year or 100K mile Powertrain warranty and a 3 year or 36,000 mile full warranty standard with Fleet vehicles.

**Question 4:** If Offeror has indicated subcontractors will be used (upfitting or otherwise), please give further detail on when these subcontractors would be used, and what focus or aspect of service the subcontractor would be used for.

**Offeror Response:** Midway will use subcontractors as needed to complete vehicle requests by its customers. Midway will be responsible for the quality and performance of these vendors.

**Question 5:** Offeror shall provide a description of the training their employees will undergo to familiarize themselves with the State’s contract and account.

**Offeror Response:** Midway will use current experience accumulated from past contracts and utilise the State’s Help desk and APP website as needed.

**Question 6:** Offeror shall describe its relationship with manufacturer (as applicable), and how the contractor works with the manufacturer to continuously obtain the lowest cost for resale to the State and Eligible Agencies (volume purchases, pricing tiers, quarterly incentives, model promotions, etc).

**Offeror Response:** Midway requests Bid Assistance from its manufacturers a minimum of once each model year to assure the highest financial assistance available to its Government and Municipal customers.

**Question 7:** Offeror shall outline and describe their proposed ordering and delivery process.

**Offeror Response:** Once a PO is received, a factory or is submitted within 48 hours. The Factory order confirmation when received by Midway, is then sent to the customer reference the customers PO# for confirmation of order placement. This process is usually 24 hours or less if not submitted on a weekend or holiday.
ATTACHMENT 3-A SUPPLEMENTS:
(Offeror to insert as required and list here or type “None” on first line)

End of Attachment 3-A
### Attachment 3-B

**Key Personnel Proposal**

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.** Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

<table>
<thead>
<tr>
<th>Name: Gregory (Gregg) Ball</th>
<th>How long with company?</th>
<th>15 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current position in company:</td>
<td>Fleet Manager</td>
<td>How long in position?</td>
</tr>
<tr>
<td>Position for the Services:</td>
<td>Manager</td>
<td>How much of time will be dedicated to the Services?</td>
</tr>
<tr>
<td>What primary functions will be assigned?</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Describe person’s experience in performing services like those that are to be assigned:</td>
<td>7 Years servicing State Contracts</td>
<td></td>
</tr>
<tr>
<td>List person’s job-related training and education:</td>
<td>7 years experience and a 6 month internship with a previous Fleet Manager who specialized in Government Contracts prior to his retirement.</td>
<td></td>
</tr>
</tbody>
</table>

**Resume:** filename
<table>
<thead>
<tr>
<th><strong>Name:</strong></th>
<th>Pam Finkin</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current position in company:</strong></td>
<td>Controller</td>
</tr>
<tr>
<td><strong>How long with company?</strong></td>
<td>13</td>
</tr>
<tr>
<td><strong>How long in position?</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Position for the Services:</strong></td>
<td>Assistant</td>
</tr>
<tr>
<td><strong>How much of time will be dedicated to the Services?</strong></td>
<td>5%</td>
</tr>
<tr>
<td><strong>What primary functions will be assigned?</strong></td>
<td>Any necessary</td>
</tr>
<tr>
<td><strong>Describe person’s experience in performing services like those that are to be assigned:</strong></td>
<td>Overseen Fleet department transactions for over 5 years.</td>
</tr>
<tr>
<td><strong>List person’s job-related training and education:</strong></td>
<td>Office manager, Assist to the Controller.</td>
</tr>
<tr>
<td><strong>Resume:</strong></td>
<td>filename</td>
</tr>
<tr>
<td>Name:</td>
<td>Alexandria Reilly</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Current position in company:</td>
<td>Fleet Assistant</td>
</tr>
<tr>
<td>Position for the Services:</td>
<td>Assistant</td>
</tr>
<tr>
<td>What primary functions will be assigned?</td>
<td>Any necessary</td>
</tr>
<tr>
<td>Describe person’s experience in performing services like those that are to be assigned:</td>
<td>2.5 years on the job experience</td>
</tr>
<tr>
<td>List person’s job-related training and education:</td>
<td>2.5 years assistant to the Fleet Manager</td>
</tr>
<tr>
<td>Resume:</td>
<td>filename</td>
</tr>
</tbody>
</table>
Attachment 3-C

Proposed Subcontractors

Check “NO” if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

<table>
<thead>
<tr>
<th>Name and contact information</th>
<th>Small Business</th>
<th>Work to be performed</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Drake truck and Trailer</td>
<td>YES</td>
<td>Upfit Equipment</td>
<td></td>
</tr>
<tr>
<td>2. Auto Safety House</td>
<td>YES</td>
<td>Upfit Equipment</td>
<td></td>
</tr>
<tr>
<td>3. Sun Country Truck</td>
<td>YES</td>
<td>Upfit Equipment</td>
<td></td>
</tr>
<tr>
<td>4. Arizona Truck Pros</td>
<td>YES</td>
<td>Upfit Equipment</td>
<td></td>
</tr>
<tr>
<td>5. Supreme Corporation</td>
<td>NO</td>
<td>Upfit Equipment</td>
<td></td>
</tr>
<tr>
<td>6. Morgan Corporation</td>
<td>NO</td>
<td>Upfit Equipment</td>
<td></td>
</tr>
<tr>
<td>7. ThermoKing</td>
<td>NO</td>
<td>Upfit Equipment</td>
<td></td>
</tr>
<tr>
<td>8. American Emergency Products</td>
<td>YES</td>
<td>Lighting</td>
<td></td>
</tr>
<tr>
<td>9. Pride Group</td>
<td>YES</td>
<td>Upfit Equipment</td>
<td></td>
</tr>
<tr>
<td>10. MHQ</td>
<td>YES</td>
<td>Lighting</td>
<td></td>
</tr>
</tbody>
</table>

End of Attachment 3-C
Attachment 3-D
Boycott of Israel Disclosure

Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

X My company does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

PART 3 of the Solicitation Documents
Template version 3.0 (12-OCT-2018)
Pricing must be shown in the EXCEL sheet(s) titled as shown below:

1. The following EXCEL document(s) has/have been provided for Offeror's completion and submission - titled as follows:
   ATTACHMENT 4 PRICING

End of Attachment 4
### Chevrolet/Silverado 2019

<table>
<thead>
<tr>
<th>Option Package Description</th>
<th>Manufacturer's Suggested Retail Price (MSRP)</th>
<th>Percentage (%) Off MSRP</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CC36003 Work Truck</td>
<td>$36,050.00</td>
<td>31%</td>
<td>$24,701.00</td>
</tr>
<tr>
<td>CC36043 Work Truck</td>
<td>$36,150.00</td>
<td>31%</td>
<td>$24,793.00</td>
</tr>
<tr>
<td>CC36403 Work Truck</td>
<td>$48,766.00</td>
<td>19%</td>
<td>$39,100.00</td>
</tr>
<tr>
<td>CC56043 Work Truck</td>
<td>$52,381.00</td>
<td>19%</td>
<td>$42,397.00</td>
</tr>
</tbody>
</table>

### Isuzu/NPR/Reg Cab Forward 2019

<table>
<thead>
<tr>
<th>Option Package Description</th>
<th>Manufacturer's Suggested Retail Price (MSRP)</th>
<th>Percentage (%) Off MSRP</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DB1/Gas/Reg Cab</td>
<td>$42,981.00</td>
<td>24%</td>
<td>$32,517.00</td>
</tr>
<tr>
<td>HB3/Gas/Crew Cab</td>
<td>$51,289.00</td>
<td>24%</td>
<td>$38,979.64</td>
</tr>
<tr>
<td>FE1/Gas/Reg Cab</td>
<td>$45,427.00</td>
<td>24%</td>
<td>$34,358.00</td>
</tr>
<tr>
<td>HE3/Gas/Crew Cab</td>
<td>$53,207.00</td>
<td>24%</td>
<td>$40,193.00</td>
</tr>
</tbody>
</table>

### Isuzu/NPR/Reg Cab Forward 2019

<table>
<thead>
<tr>
<th>Option Package Description</th>
<th>Manufacturer's Suggested Retail Price (MSRP)</th>
<th>Percentage (%) Off MSRP</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FE1/Diesel/Reg Cab</td>
<td>$54,939.00</td>
<td>24%</td>
<td>$41,488.00</td>
</tr>
<tr>
<td>NG3/Diesel/Crew Cab</td>
<td>$60,111.00</td>
<td>24%</td>
<td>$45,367.00</td>
</tr>
<tr>
<td>NR1/Diesel/Reg Cab</td>
<td>$60,002.00</td>
<td>25%</td>
<td>$45,287.00</td>
</tr>
<tr>
<td>NS3/Diesel/Crew Cab</td>
<td>$65,314.00</td>
<td>25%</td>
<td>$49,271.00</td>
</tr>
</tbody>
</table>

### Isuzu/NPR/Reg Cab Forward 2019

<table>
<thead>
<tr>
<th>Option Package Description</th>
<th>Manufacturer's Suggested Retail Price (MSRP)</th>
<th>Percentage (%) Off MSRP</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>NU1/Diesel/Reg Cab</td>
<td>$61,546.00</td>
<td>25%</td>
<td>$46,445.00</td>
</tr>
<tr>
<td>NV3/Diesel/Crew Cab</td>
<td>$66,710.00</td>
<td>25%</td>
<td>$50,318.00</td>
</tr>
</tbody>
</table>

### Isuzu/NPR/Reg Cab Forward 2019

<table>
<thead>
<tr>
<th>Option Package Description</th>
<th>Manufacturer's Suggested Retail Price (MSRP)</th>
<th>Percentage (%) Off MSRP</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTU/Reg Cab</td>
<td>$84,673.00</td>
<td>26%</td>
<td>$63,045.00</td>
</tr>
<tr>
<td>MT4/Reg Cab</td>
<td>$85,249.00</td>
<td>26%</td>
<td>$63,447.00</td>
</tr>
<tr>
<td>MT8/Reg Cab</td>
<td>$85,693.00</td>
<td>26%</td>
<td>$63,810.00</td>
</tr>
</tbody>
</table>

### Isuzu/NPR/Reg Cab Forward 2019

<table>
<thead>
<tr>
<th>Option Package Description</th>
<th>Manufacturer's Suggested Retail Price (MSRP)</th>
<th>Percentage (%) Off MSRP</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CP11003/Reg Cab/Gas</td>
<td>$42,981.00</td>
<td>24%</td>
<td>$32,517.00</td>
</tr>
<tr>
<td>CP13043/Crew Cab/Gas</td>
<td>$51,289.00</td>
<td>24%</td>
<td>$38,979.64</td>
</tr>
<tr>
<td>CP11003/Reg Cab/Gas</td>
<td>$45,427.00</td>
<td>24%</td>
<td>$34,358.00</td>
</tr>
<tr>
<td>CP13043/Crew Cab/Gas</td>
<td>$53,207.00</td>
<td>24%</td>
<td>$40,193.00</td>
</tr>
</tbody>
</table>

### Chevrolet/3500/4500/5500HD/5500XD Low Cab Forward 2019

<table>
<thead>
<tr>
<th>Option Package Description</th>
<th>Manufacturer's Suggested Retail Price (MSRP)</th>
<th>Percentage (%) Off MSRP</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CT3103/Reg Cab/Diesel</td>
<td>$54,890.00</td>
<td>25%</td>
<td>$39,337.00</td>
</tr>
<tr>
<td>CT33043/Crew Cab/Diesel</td>
<td>$60,057.00</td>
<td>28%</td>
<td>$43,306.00</td>
</tr>
<tr>
<td>CT51003/Reg Cab/Gas</td>
<td>$59,647.00</td>
<td>28%</td>
<td>$43,130.00</td>
</tr>
<tr>
<td>CT53043/Crew Cab/Diesel</td>
<td>$63,507.00</td>
<td>28%</td>
<td>$46,074.00</td>
</tr>
<tr>
<td>CT61003/Reg Cab/Diesel</td>
<td>$61,507.00</td>
<td>28%</td>
<td>$44,557.00</td>
</tr>
<tr>
<td>CT63043/Crew Cab/Diesel</td>
<td>$65,397.00</td>
<td>27%</td>
<td>$47,524.00</td>
</tr>
<tr>
<td>CT7302/Reg Cab/Diesel</td>
<td>$84,801.00</td>
<td>25%</td>
<td>$63,494.00</td>
</tr>
</tbody>
</table>
Pricing for Other Medium and Heavy Duty Cab, Chassis, and Buses Products or Services

Instructions: Offerors shall provide pricing for all proposed Medium and Heavy Duty Cab, Chassis, and/or Buses products and services in the columns below.

<table>
<thead>
<tr>
<th>Description of item or service</th>
<th>List Price</th>
<th>Percentage (%) Off List Price</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car and Truck accessories from Midway or its vendors</td>
<td></td>
<td></td>
<td>Invoice</td>
</tr>
<tr>
<td>Truck Bodies and/or Additional Equipment; all vendors</td>
<td></td>
<td></td>
<td>Invoice + 5%</td>
</tr>
<tr>
<td>Service pick-up and delivery (in Phoenix city limits)</td>
<td></td>
<td></td>
<td>Free</td>
</tr>
</tbody>
</table>
Attachment 5-A
Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of “trade secret” will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer along with the appropriate supporting information to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER “CONFIDENTIAL” UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to “DOES NOT”:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.</td>
</tr>
<tr>
<td>☐</td>
<td>This response DOES contain trade secret information because it contains information that:</td>
</tr>
<tr>
<td></td>
<td>1. Is a formula, pattern, compilation, program, device, method, technique or process, AND</td>
</tr>
<tr>
<td></td>
<td>2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND</td>
</tr>
<tr>
<td></td>
<td>3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.</td>
</tr>
</tbody>
</table>

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror’s designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State’s withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Midway Chevrolet

<table>
<thead>
<tr>
<th>Offeror Company Name</th>
<th>Signature of Authorized Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>2323 W Bell Road</td>
<td>Gregg Ball</td>
</tr>
<tr>
<td>Phoenix Arizona 85023</td>
<td>Printed Name</td>
</tr>
<tr>
<td>City State Zip</td>
<td>Fleet Manager</td>
</tr>
<tr>
<td></td>
<td>Title</td>
</tr>
</tbody>
</table>

End of Attachment 5-A
A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
   1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
   2. The designated information is not confidential; or
   3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
   1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
   2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.
STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADEING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.

- NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 1.

CONFORMANCE TO THE SCOPE AND PRICING DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

- NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 2.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

- NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 3.
# ATTACHMENT 5-B Supplement No. 1: Exceptions to Instructions

<table>
<thead>
<tr>
<th>Article / Paragraph or Exhibit Reference</th>
<th>Proposed Changes / Alternate Language</th>
<th>Rationale for Proposed Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 3-A: Instructions to Offerors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td>None</td>
<td>x</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

Midway Chevrolet Company  
Company Name

Gregg Ball  
Signature of Person Authorized to Sign
ATTACHMENT 5-B Supplement No. 2: Exceptions to Scope of Work and Pricing

<table>
<thead>
<tr>
<th>Article / Paragraph or Exhibit Reference</th>
<th>Proposed Changes / Alternate Language</th>
<th>Rationale for Proposed Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2-A: Scope of Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td>None</td>
<td>x</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
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<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Section 2-B: Pricing Document</td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td>x</td>
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<td>x</td>
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<td>x</td>
<td>x</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

Midway Chevrolet Company  
Gregg Ball  
Company Name  
Signature of Person Authorized to Sign
ATTACHMENT 5-B Supplement No. 3:
Exceptions to Contract Terms & Conditions

<table>
<thead>
<tr>
<th>Article/Paragraph or Exhibit Reference</th>
<th>Proposed Changes / Alternate Language</th>
<th>Rationale for Proposed Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 3-A: Special Terms &amp; Conditions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td>None</td>
<td>x</td>
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<td>x</td>
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</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

**Section 3-B: Uniform Terms & Conditions**

<table>
<thead>
<tr>
<th>Article/Paragraph or Appendix Reference</th>
<th>Proposed Changes / Alternate Language</th>
<th>Rationale for Proposed Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>None</td>
<td>x</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

Midway Chevrolet Company

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Signature of Person Authorized to Sign</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

End of Attachment 5-B
Attachment 5-C
Insurance

Provide a letter(s) from your Insurance company (ies) stating that your company can obtain the Proof(s) of Insurance as required in the Special Terms and Conditions. The additional letter(s) should be clearly marked as Attachment 5-C_Supplement_Insurance

NOTE: If Awarded a Contract, Proof of Insurance (e.g. ACORD forms) must be submitted prior beginning service(s) under the Contract.

End of Attachment 5-C
Request for Proposal
Solicitation No. BPM000228
Description: Medium and Heavy Duty Cabs, Chassis, and Buses

Attachment 5-D
Offer Checklist

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

<table>
<thead>
<tr>
<th>DOCUMENT</th>
<th>SUBMITTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Attachment 1: Offer and Acceptance Form</td>
<td>✓ YES</td>
</tr>
<tr>
<td>2. Attachment 2-A: Experience and Capacity Questionnaire</td>
<td>✓ YES</td>
</tr>
<tr>
<td>3. Attachment 2-B: Organization Profile</td>
<td>✓ YES</td>
</tr>
<tr>
<td>4. Attachment 3-A: Method Proposal</td>
<td>✓ YES</td>
</tr>
<tr>
<td>5. Attachment 3-B: Key Personnel Proposal</td>
<td>✓ YES</td>
</tr>
<tr>
<td>6. Attachment 3-C: Proposed Subcontractors</td>
<td>✓ YES</td>
</tr>
<tr>
<td>7. Attachment 3-E: Israel Boycott Disclosure (Not used to determine susceptibility and responsiveness)</td>
<td>✓ YES</td>
</tr>
<tr>
<td>8. Attachment 4: Pricing Sheets</td>
<td>✓ YES</td>
</tr>
<tr>
<td>9. Attachment 5-A: Confidential Information Designation</td>
<td>✓ YES</td>
</tr>
<tr>
<td>10. Attachment 5-B: Conformance Statements</td>
<td>✓ YES</td>
</tr>
<tr>
<td>11. Attachment 5-C: Insurance</td>
<td>✓ YES</td>
</tr>
<tr>
<td>12. Attachment 5-D: Reserved</td>
<td>✓ YES</td>
</tr>
<tr>
<td>13. Attachment 5-E: Error! Reference source not found.</td>
<td>✓ YES</td>
</tr>
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</table>

End of Attachment 5-D

End of Part 3

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Ball (602) 733-2251

PART 3 of the Solicitation Documents
Template version 3.0 (12-OCT-2018)

Available online at: APP.AZ.gov
EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MIDWAY CHEVROLET COMPANY I, LLC

[Quote]

See following page.
ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT # CTR041811 Medium Duty Cab Chassis Contract

QUOTE SENT TO: Chino Valley

CONTRACT VEHICLE 2020 Chevrolet CK31403 Chassis Utility

QUOTE DATE: 7/18/2019

CONTRACT PRICE PER ATTACHED SPECS $ 27,151.00

Additional Options

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>2020 Model Adjustment</td>
<td>GM Fleet</td>
<td>$1,788.00</td>
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<tr>
<td>11' Utility Body with Hitch</td>
<td>Dealer</td>
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<td>WT Conv Pkg</td>
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<td>JL1</td>
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<td>R9Y</td>
<td>Fleet Maint Credit</td>
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<td>Delivery</td>
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<td>Solar Tint Glass</td>
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Sub Total $40,212.15

Sales Tax (8.3%) $3,337.61
City of Phx. 2018 Tax $30.90
Tire Tax $5.00

Capital Total Each Unit $43,585.66

Quoted By: Gregg Ball
Midway Chevrolet Nissan Isuzu Truck
2323 W. Bell Rd.
Phoenix, Az. 85023
gball@vtaig.com
Cell 602-733-2251

Approximate Lead Time TBD

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thank You For the Opportunity!
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SUNLAND ASPHALT & CONSTRUCTION, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 10, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Sunland Asphalt & Construction, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Buckeye, Arizona (“Buckeye”) entered into Contract No. 2019005-04, dated August 6, 2019 (the “Buckeye Contract”), for the Contractor to provide street maintenance services. A copy of the Buckeye Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Buckeye Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Buckeye Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with street maintenance services, as more particularly set forth in Section 2 below (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 5, 2020, unless terminated as otherwise provided in this Agreement or the Buckeye Contract.

2. Scope of Work. Contractor shall provide to the Town the Materials and Services under the terms and conditions of the Buckeye Contract and in the configurations set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Buckeye Contract will be held at Contractor’s risk and may be returned to the

3614903.1
Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

4. **Compensation.** The Town shall pay Contractor an amount not to exceed $666,834.17 for the Materials and Services at the unit rates set forth in the Buckeye Contract and as more particularly set forth in the Quote.

5. **Payments.** The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Buckeye Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Buckeye Contract will be subject to rejection and may be returned.

6. **Safety Plan.** Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

7. **Records and Audit Rights.** To ensure that the Contractor and its subcontractors are complying with the warranty under Section 8 below, Contractor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 8 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to
comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

8. **E-verify Requirements.** 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). Contractor’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

9. **Israel.** To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 is applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

10. **Conflict of Interest.** This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

11. **Applicable Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

12. **Agreement Subject to Appropriation.** The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Buckeye Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Buckeye Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly
declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Buckeye Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

14. **Rights and Privileges.** To the extent provided under the Buckeye Contract, the Town shall be afforded all of the rights and privileges afforded to Buckeye and shall be the “City” (as defined in the Buckeye Contract) for the purposes of the portions of the Buckeye Contract that are incorporated herein by reference.

15. **Indemnification; Insurance.** In addition to and in no way limiting the provisions set forth in Section 14 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Buckeye to the extent provided under the Buckeye Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor’s work or services in the performance of this Agreement.

16. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:  
Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323  
Attn: Town Manager

With copy to:  
GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to Contractor:  
Sunland Asphalt & Construction, Inc.  
775 West Elwood Street  
Phoenix, Arizona 85041  
Attn: Matt Johnson, Vice President
or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY, an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

SUNLAND ASPHALT & CONSTRUCTION, INC., an Arizona corporation

By: __________________________

Name: _________________________

Title: __________________________
EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SUNLAND ASPHALT & CONSTRUCTION, INC.

[Buckeye Contract]

See following pages.
JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
SUNLAND ASPHALT & CONSTRUCTION, INC.
CATEGORY 1: PAVE & MILL PROJECTS
CATEGORY 2: SEALING APPLICATION PROJECTS

Contract Number: 2019005-04

This JOB ORDER CONTRACT FOR STREET MAINTENANCE SERVICES (the "Contract") is made and entered into and made effective the 6th of August, 2019 by and between the City of Buckeye, an Arizona municipal corporation (the "City") and Sunland Asphalt & Construction Inc., an Arizona Corporation (the "Contractor"). This Contract is for Street Maintenance Services, and issued as required by award of individual Job Orders (the "Project").

RECITALS

A. The City issued a Request for Qualifications entitled “Job Order Contracting for “Street Maintenance Services” (the “RFQ”) incorporated herein by reference, seeking proposals from vendors interested in providing Street Maintenance Services.

B. The Contractor submitted a proposal in response to the RFQ (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for indefinite quantity and indefinite delivery for various projects related to Street Maintenance Services awarded by Category as follows:

1. **Category 1: Pave and Mill Projects to include but not limited to the following:**
   - Asphalt Milling
   - Meet compaction and MAG standards for Asphalt breaks
   - Striping and Pavement Marking
   - Preparation of surfaces and Cleaning
   - Material Quality Control and Testing
   - Engineer approved Mixes and Specifications
   - Traffic Control
   - Manhole/Utility Adjustments
   - Protection of Landscape and adjacent Property
   - Community Outreach

2. **Category 2: Sealing Application Projects to include but not limited to the following:**
   - Asphalt Emulsion Seal coat-Master seal
   - Asphalt Emulsion Seal coat-PMM
   - Asphalt Emulsion Seal Coat-Slurry Seal Type II
   - Equipment required for Sealing Applications
• Preparation of surfaces and Cleaning
• Protection of Landscape and adjacent Property
• Community Outreach
• Traffic Control
• Quality Control Standards and Testing

The Projects may include Design Services, preconstruction services, permitting regulatory requirements and as-built/close-out documents (collectively the “Services”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

ARTICLE 1
CONTRACT TERM

1. This Contract has a base period of one (1) year and four option periods of one (1) year each that may be exercised in the sole discretion of the City. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City. The time period during which this Contract is in effect is the “Term”.

2. The Contract Time for each Job Order shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth below. The NTP will not be issued until prior approval and acceptance by City of the Job Order.

3. The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through both Substantial Completion (if applicable) and Final Completion within the Contract Time.

4. Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project, and for each phase and/or designed Milestone thereof.

5. Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of a specific Job Order and/or this Contract by City. The City will assess liquidated damages as described in each Job Order for each calendar day of delay beyond the Final Completion date.

ARTICLE 2
OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

1. This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders generally will not
include Design Services and that where Design Services are necessary, City will provide them under separate contract. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.

2. The amount to be paid by the City for the Project under each Job Order is the Contract Price for that Job Order. The Job Order price will include a total amount for each Job Order priced for the Work described for that Job Order. The Contract Price for any Job Order will be established as a Firm Fixed Price, subject to the following:

   (a) Estimated values for individual projects are estimated at $500,000 to $1,000,000. Projects may extend into the next fiscal year and beyond, but in no instance will any one project under this Contract exceed $5,000,000. It is expected that no more than two (2) projects per year will exceed $1,000,000.

   (b) There is no limit on the number of Job Orders that City may issue to the Contractor during the term of this Contract. Likewise, there is no requirement that the City issue any Job Orders to the Contractor during the Term of this Contract.

3. City shall have the right to perform work of the types included in this Contract itself or to have other contractors perform such work.

4. No Contract in relation to any specific Work is in effect until a Job Order has been fully executed by City and Contractor.

5. During the Term of this Contract, City will issue an individual Job Order request for proposal to Contractor for each Project. Each Job Order will have specific instruction concerning that Job Order. The Contractor will follow these specific instructions when preparing a response in the form of a Job Order Proposal.

6. The general steps for development of a Job Order are:

   (a) When City identifies a need for performance of a Project under a Job Order; City will issue an RFP to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, City will advise the Contractor if Design Services are required and how those services will be provided. Within seven (7) working days of receipt of this notification, Contractor will:

       (i) Visit the proposed Project Site with City designated representatives; and
       (ii) Arrange with City to further define the scope of the Project.

Contractor shall thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

   (b) City may arrange for any needed Design Services to produce the Drawings and Specifications. Design Services will not begin until the scope of Design Services is approved by City. The Drawings and Specifications developed by the Design Services are subject to approval by City. If there are no Design
Services, City will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

(c) Upon establishment of the scope of the Project, Contractor will prepare its proposal for accomplishment of the Project.

7. Upon award of a Job Order, a signed copy of the Job Order will be mailed or electronically forwarded to Contractor. Failure by Contractor to pick up or receive the mailed or electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the terms of this Contract or the terms of each Job Order.

8. City may provide a verbal NTP for the Work in advance of issuing the formal NTP letter (which will be followed up with a written NTP). Normally, NTP will be issued under separate cover from the Job Order. The Contract duration starts with the date on the NTP letter.

ARTICLE 3
DEFINITIONS

“Addenda” written or graphic instruments issued prior to the submittal of the Proposal(s), which clarify, correct or change the Proposal(s) requirements.

“Agreement” means the executed agreement between City and Contractor.

“Change Order” means a written instrument issued after execution of a Job Order or this Contract signed by City and the Contractor, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s).

“City” means the City of Buckeye, a municipal corporation, with whom Contractor has entered into this Contract and for whom the Services is to be provided pursuant to said Contract.

“City’s Project Criteria” means information developed by or for the City to describe City’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 Contractor’s performance of the Work. City’s Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

“City’s Representative” means the person designated within this contract.

“Commissioning” means the process for achieving, validating and documenting the performance of the Project including any works and its systems to meet the design needs and requirements of the City.

“Construction Documents” means the plans, specifications and drawings prepared by the Contractor or a Consultant.

“Construction Drawings” means the detailed drawings approved as part of the approved Construction Documents.
“Construction Work” means the construction component of the Project.

“Contract Documents” means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders to this Contract; (ii) this Contract, including all exhibits and attachments, executed by City and Contractor to include each Job Order; (iii) written supplementary conditions; (iv) Construction Documents prepared and approved; (v) Contractor’s approved Variations of the City’s Project Criteria, as contained in Exhibit A.; (vi) City’s Project Criteria; (vii) Contractor’s Proposal(s), except for accepted Variations of the City’s Project Criteria, submitted in response to City’s Project Criteria.

“Contract Price” means the amount or amounts set forth in each awarded Job Order subject to adjustment in accordance with this Contract.

“Contract Time” means the Days set forth in each awarded Job Order subject to adjustment in accordance with this Contract.

“Job Order” means a specific written agreement between the City and the Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Deliverables” means the work products prepared by the Contractor in performing the scope of work described in each Job Order.

“Design Services” means all professional services to be performed or procured by the Contractor or by City to provide required Project design under this Contract and any subsequent amendments.

“Job Order Contractor” means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract. The term Contractor may be used to identify the Job Order Contractor.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Scope of Work issued with each Job Order or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

“Final Acceptance” means the completion of the Project as prescribed in Article 10.

“Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

“Legal Requirements” means 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.

“Notice to Proceed” or “NTP” means the directive issued by the City, authorizing the Contractor to start Work or a portion of the work.
“Payment Request” means the City form used by the Contractor to request payment for Work performed.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

“Project” means the Work to be completed in the execution of any awarded Job Order and as amended and as prescribed as any Scope of Work in identified in each awarded Job Order. Project means the Work associated with each awarded Job Order issued under this Contract.

“Project Schedule” means a schedule as prescribed in this Contract or subsequent Job Orders.

“Project Record Documents” means the documents created pursuant to Article 12.

“Samples” means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Schedule of Values (SOV)”, means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the awarded Job Order Price for the Work, or for any portion of the Work having a separate specified Contract Price.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Scheduled Substantial Completion Date” means the calendar date equal to the Notice to Proceed date established plus the number of Days established in each Job Order.

“Site” means the land or locations on which the Project is located, as more particularly described in the Job Order.

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

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

“Technical Consultant” means an agent of the City who furnishes project management assistance (if applicable to a Job Order).

“Variations of the City’s Project Criteria” means agreed changes to the City’s Project Criteria by both Parties.

“Work” means as defined in Article 5, Paragraph 2.
ARTICLE 4
DESIGN PHASE AND DESIGN SERVICES

1. Costs for Preconstruction services will be included in Contractor’s firm fixed price cost proposal.

2. Contractor may also be required to provide incidental Design Services for all or a portion of the Work to be constructed under a specific Job Order. If consulting services for design and the preparation of Plans and Specifications are required; they will be paid for as a separate line item in the Contractor’s price proposal. Normally the City will obtain Design Services from a consultant or prepare design documents using City staff.

ARTICLE 5
CONSTRUCTION SERVICES

1. Contractor shall perform all Work necessary to construct the Project in accordance with all applicable Legal Requirements, this Contract and the specifications outlined in each Job Order, and render the Project and all its components operational and functionally and legally usable for their intended purpose.

2. The term "Work" shall mean whatever is done by or required of Contractor to perform and complete its duties relating to the construction of each Job Order under the Contract, including, without limitation, the following:

A. Construction of the whole and all parts of the Project in full and strict conformity with each Job Order;

B. The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of each Job Order;

C. The procurement and furnishing of all necessary permits and other permits required for the construction of each Job Order;

D. The creation and submission to City of detailed as-built drawings depicting all as-built construction;

E. The furnishing of any required surety bonds and insurance as may be required by each Job Order;

F. The furnishing of all equipment and product warranties, manuals, test results and user guides required by each Job Order or otherwise reasonably available to Contractor;

G. The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 6 below.

ARTICLE 6
TIME FOR CONSTRUCTION: THE CONTRACT TIME

1. After City has awarded each Job Order, City shall issue a NTP directing Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.
2. Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Contractor shall substantially complete the Work no later than the date established in each Job Order or such other date as may be issued by a Change Order (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Contractor shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

3. Contractor understands that if Substantial Completion for entire project is not attained by the Scheduled Substantial Completion date, City will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Contractor shall pay City the amount established in each Job Order as liquidated damages for each day that Substantial completion extends beyond the Scheduled Substantial Completion Date.

4. All limitations of time set forth in each Job Order are material and time is of the essence of each Job Order.

ARTICLE 7
ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

1. The intent of this Contract is to require complete, correct and timely execution of all Job Orders awarded for the Construction Work. Any and all Construction Work that may be required reasonably implied or reasonably inferred by each Job Order as necessary to produce the intended result shall be provided by Contractor for the Construction Price as provided in each awarded Job Order.

2. All Work performed by Contractor shall be in strict compliance with each Job Order. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with each Job Order is defective.

3. The Construction Work shall be strictly supervised and directed using Contractors best and highest skill and effort. Contractor shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of the Contractor.

4. Contractor warrants and guarantees to City that all labor furnished to perform the Construction Work under each Job Order will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only superior results in strict compliance with the requirements of each Job Order, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Job Order, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the requirements found in each Job Order. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Contractor's warranty.

5. Special or specific guarantees and warranties which are required by each Job Order to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work.
In general, Contractor warrants all work, including labor and materials, for a period of two (2) years from the date of Substantial Completion, unless otherwise specified in the Job Order.

6. Contractor, within fifteen (15) days after the Commencement Date, shall submit to the Manager of Construction and Contracting for his information, and shall comply with, Contractor’s Schedule of Construction for each Job Order awarded. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to City. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project awarded as a Job Order. Each such revision shall be furnished to the City. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Contractor, and failure to strictly comply with this requirement shall constitute a material breach of the Contract. No claim for an increase in the Construction Price shall be allowed as a result of Contractor basing the Construction Price upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

7. Contractor shall continuously maintain at the Site, for the benefit of City, an updated copy of the awarded Job Order, including one record copy of the Job Order Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Contractor shall maintain at the Site, for the benefit of City, a copy of all Shop Drawings, Product Data, Samples, and other Submittals, if specified in the awarded Job Order. Upon Final Completion of the Construction Work, or upon the City’s request, all of the documents described in this Paragraph shall be finally updated and delivered to City and shall become the property of the City.

8. Contractor shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that each Job Order will be constructed in a timely fashion in strict compliance with the requirements of the Contract and Job Order. No deviation from, substitution for, or other modification from the Documents shall be allowed by Contractor in a shop drawing or submittal without written approval, in the form of a Change Order, from City. Contractor shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Contractor also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.

9. City shall also, in its discretion, have the right to review and approve Submittals, and if City so elects, Contractor shall not perform any portion of the Construction Work as to which the City has required submittal and review until such Submittal has been approved by the City. Approval by the City, however, shall not be evidence that Construction Work installed pursuant to the City’s approval conforms with the requirements of the Contract nor shall such approvals relieve Contractor of any of its responsibilities or warranties under the Contract. If City elects to review Submittals, Contractor shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Contractor shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to City. Shop Drawings and other Submittals from Contractor do not constitute a part of this Contract.
10. Contractor shall procure from all Subcontractors and Suppliers and shall transmit to the City, all warranties required by the Contract. Contractor shall review all such warranties and shall certify to City that the warranties are in strict compliance with the requirements of the Contract.

11. Contractor shall prepare or procure and shall transmit to the City all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.

12. If required in the Job Order, Contractor shall prepare and provide to the City a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

13. Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

14. Contractor shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Contractor shall submit certified results of such tests to City. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to City the required certificates of inspection, testing or approval.

15. Contractor shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by City. Contractor warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Contractor in connection with the Construction Work to be performed under the Contract.

16. Contractor shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Contractor, and Contractor, to the fullest extent permitted by the law, shall fully defend, indemnify and hold City harmless for, from and against all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by City, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of City, its officers, agents, or employees.

17. All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Contractor. Contractor shall notify the City when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City upon completion of the Construction Work, and receipt of these documents by City shall be a condition precedent to final payment. Contractor shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.
18. While on City's property, all Contractor's employees and Subcontractors shall confine themselves to areas designated by the City and will be subject to City's badge and pass requirements, if any, in effect at the Site of the Construction Work.

19. Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Contractor shall at all times safeguard City's property and employees from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Contractor shall protect City's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

20. Unless otherwise instructed by City, Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, landscape, utilities or other facilities affected by Contractor's performance of the Construction Work.

21. Contractor shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

22. At all times relevant to the Contract, Contractor shall provide access to the Construction Work to City and its designees without formality or other procedure.

23. The City's decisions in matters relating to aesthetic standards and effect shall be final.

24. In performing both Design Services and Construction Work under this Contract, the relationship between City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent status of Contractor. Contractor shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

**ARTICLE 8**

**CONTRACT PRICE**

1. City shall pay, and Contractor shall accept, as full and complete payment for all Work associated with each Job Order the amount approved and awarded to the Contractor as a Job Order. Each Job Order will
be a separate contract under this Contract. The general terms and conditions will be established by this Contract and special contract provisions will be established within each Job Order.

2. Job Order Construction Price, unless changed by Supplemental Agreement or Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor or its Subcontractors are concerned. Should additional amounts be required to be expended, over and above a Job Order Construction Price, to achieve completion of the Construction Work, including Project construction, and payment to Contractor, in accordance with this Contract and any Special Provisions included in each awarded Job Order, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract Surety herein, and City shall never be liable for same.

3. In addition to the Construction Work Contractor will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee described in this Contract is paid. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

4. City agrees to pay Contractor for the Cost of the Construction Work as defined in each Job Order, subject to submission by Contractor of all backup substantiation as may be reasonably required by the City. In no event shall the sum of payments for the Cost of the Construction Work and any other Contractor compensation exceed the Construction Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall be defined in each Job Order and be established as a Firm-Fixed Price Contract.

ARTICLE 9
PAYMENT OF THE CONTRACT PRICE

1. Payments of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

2. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

3. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.
4. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

5. Payment may be withheld in whole or in part to protect the City on account of:
   a. Unsatisfactory job progress as determined by the City.
   b. Defective Work or materials not remedied.
   c. Disputed Work or materials.
   d. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
   e. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
   f. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
   g. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
   h. Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the Site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

6. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:
   a. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.
   b. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.
ARTICLE 10
SUBSTANTIAL AND FINAL COMPLETION

1. "Substantial Completion" means that stage in the progression of the Construction Work, as approved by City in writing, when the Project is sufficiently complete in accordance with the Contract that City can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by City of all necessary authorizations for the use of the Project required by any governmental or regulatory authority. City reserves the right to use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of Substantial Completion.

2. When Contractor believes that the Construction Work is substantially complete, Contractor shall notify the City in writing and shall submit to City a list of items remaining to be completed or corrected. The City, the City's designee, (or an independent consultant hired by City) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of City, City will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City and Contractor for Project security, maintenance, damage to the Construction Work, and insurance, and shall fix the date, not more than 30 days after the established date of Substantial Completion, within which Contractor shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Contractor for its written acceptance of the responsibilities assigned to it in such certificate.

3. Upon Substantial Completion of the Construction Work, and upon execution by both City and Contractor of the Certificate of Substantial Completion, City shall pay Contractor, within thirty (30) days, all sums due Contractor, including such amount of retainage as the City in its sole discretion wishes to pay based upon the value of remaining performance, less the reasonable costs, as determined by City in City's sole discretion, for completing all incomplete Construction Work and/or any Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and handling all outstanding or threatened claims.

4. "Final Completion" means the completion of all Work required by, and in strict compliance with, this Contract, the Job Order, including Contractor's provision to City of all documents and deliverables required to be provided by the Contract.

5. When Contractor believes that all of the Construction Work is finally complete, and Contractor is ready for a final inspection, Contractor shall so notify the City in writing. The City (or an independent consultant hired by City) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then City will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

6. City shall make final payment of all remaining sums due to Contractor within thirty (30) days after Final Completion as reflected by City's Certificate for Final Payment, provided that all documents and
deliverables required to be delivered to City under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

7. Prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor shall furnish City, in the form and manner required by the City, the following:

   (a) an Affidavit of Final Payment and Release, in particular certifying that all Subcontractors and Suppliers have been paid all sums lawfully due to them, and releasing City from all claims that Contractor had or might have asserted during the performance of this Contract;

   (b) if required by City, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might assert a claim against City or City's property;

   (c) consent of surety to final payment;

   (d) a complete set of the as-built drawings to include AutoCAD disks and the record set of Contract Documents; and

   (e) all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

8. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims against City by Contractor except for those claims previously made in writing against City by Contractor, pending at the time of final payment and specifically identified on Contractor's pay request for final payment as unsettled at the time it submits its pay request.

ARTICLE 11
CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, City shall undertake to perform the following:

1. City shall provide Contractor with information regarding City's requirements for the Project including any desired or required design or construction schedule.

2. City shall review any documents submitted by Contractor requiring City's decision, and shall render any required decisions pertaining thereto.

3. In the event City knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then City shall give prompt notice thereof in writing to Contractor.

4. City shall provide Contractor access to the Site and to the Construction Work, and shall provide Contractor with such information, existing and reasonably available, necessary to Contractor's performance of the Contract as Contractor may request.

5. City shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
6. City shall perform the duties set forth in this Article 11 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Contractor's Design Services and of the Construction Work.

7. City's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Contractor shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with City's construction program and requirements. No review, inspection, or approval by City of the Construction Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Contractor of responsibility for the strict performance of its obligations under the Contract. Payment by City pursuant to the Contract shall not constitute a waiver of any of City's rights under the Contract or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by City.

9. City's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

10. City shall furnish to Contractor, prior to the execution of each Job Order, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, City does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefore. If Contractor requests in writing, City shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

11. City shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Contractor shall render such assistance as City may request in obtaining such easements, certificates of occupancy, and the like.

12. In the event Contractor fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, City may, at its option, instruct Contractor to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from City in writing, Contractor shall immediately cease and desist as instructed by City and shall not proceed further until the cause for City's instructions has been corrected, no longer exists, or City instructs that the Construction Work may resume.

13. In the event City issues such instructions to stop Construction Work, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to City that the cause of such instructions will be eliminated or corrected, then City shall have the right to carry out the Construction Work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in correcting any defective or deficient
Construction Work. The rights set forth in Article 11, Paragraph 11 and this Article 11, Paragraph 12 are in addition to, and without prejudice to, any other rights or remedies City may have against Contractor, including the rights to terminate or withhold payment as provided herein.

**ARTICLE 12
JOB ORDER (PROJECT) DOCUMENTATION**

1. Contractor shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

2. All Project Records which are in the possession of Contractor or Contractors Subcontractors shall be made available to City for inspection and copying upon City's request at any time. Additionally, such records shall be made available upon request by City to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Contractor.

**ARTICLE 13
PERSONNEL, SUBCONTRACTORS AND SUPPLIERS**

1. A "Subcontractor" means an entity which has a direct contract with Contractor to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing any equipment and materials for the Project.

2. A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.

3. Upon execution of this Contract, and at such later times as may be applicable, Contractor shall furnish City, in writing, the names of persons or entities proposed by Contractor to act as Subcontractors on the Project. Contractor shall provide such information regarding such proposed Subcontractors as City deems necessary. City shall promptly reply to Contractor, in writing, stating any objections City may have to such proposed Subcontractors. Contractor shall not enter into a subcontract with an intended Subcontractor with reference to whom City objects. Any consent or failure to reject by City shall in no way relieve Contractor of any of its duties or warranties under the Contract.

4. All subcontracts and purchase orders with Subcontractors shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to City against Contractor under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between City and any Subcontractor of Contractor, and a provision to this effect shall be inserted into all agreements between Contractor and its Subcontractors.
5. Should Contractor subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Contractor from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Contractor shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and CONTRACTOR’S.

6. In accordance with Article 7, Paragraph 4 above, Contractor shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Contractor shall designate one such person as the Project Contractor. Absent written instruction from Contractor to the contrary, the Project Contractor shall be deemed to be Contractor’s authorized representative and shall be authorized to receive and accept any and all communications from City. Key design and supervisory personnel assigned by Contractor to each Job Order will be provided at the time the contractor submits the RFP pricing package. The contractor shall conform to all requirements established in each Job Order RFP issued by the City.

7. If, at any time during the course of the Project, City reasonably determines that the performance of any Subcontractor or any member of Contractor’s staff construction working on the Project is unsatisfactory, City’s Representative may require Contractor to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to City for delays or inefficiencies the change may cause.

ARTICLE 14
CHANGES AND EXTENSIONS OF TIME

1. Changes in the Design Services (if required) or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by City without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the terms and conditions as set forth in this Contract/Job Order.

2. All change orders, changes requested by Contractor, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the applicable provisions of this Contract/Job Order. All requests for additional compensation due to a change in the scope, and all requests for an extension of time to the Schedule, shall include sufficient backup documentation to reasonably understand the request and the amount of time or compensation requested and determine the merits of the request.

3. Upon the occurrence of a change order for Construction Work which increases the Cost of the Construction Work, the Construction Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed.

4. In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Contractor shall continue to diligently perform the Work, including any change directed by City by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.
5. Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and City and agrees that it shall at all times in good faith use its best efforts to advance City’s interests and agrees to perform the Work in the highest professional manner.

ARTICLE 15
CLAIMS BY CONTRACTOR

1. Claims by Contractor against City are subject to the terms and conditions of this Article 15, and strict compliance herewith shall be a condition precedent to any liability of City therefore.

2. All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the City of Buckeye Procurement Code.

3. Contractor shall provide, and continue to provide, to City all such documentation, including cost and time records, as and when City may request so that City may evaluate Contractor’s claim.

4. Contractor shall continue its performance under this Contract regardless of the existence of any claims submitted by Contractor against City.

5. In the event Contractor seeks to make a claim for an increase in the Construction Price, as a condition precedent to any liability of City for any claim, Contractor shall strictly comply with the requirements of Paragraph 2 above and such notice shall be given by Contractor before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Contractor of any claim.

6. In connection with any claim by Contractor against City for compensation in excess of the Construction Price, any liability of City shall be strictly limited to the Cost of the Construction Work and Design Services if required as defined and allowed in this Contract and subsequent Job Orders and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Contractor or its Subcontractors. City shall not be liable to Contractor for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which City would not be liable to Contractor under the terms of the Contract. As a condition precedent to City’s liability to Contractor for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Contractor and such claims must have been submitted to City by Contractor in strict compliance with all the requirements of this Article. City shall not be liable to Contractor for claims of third parties including Subcontractors, unless and until the liability of Contractor has been established in a court of competent jurisdiction.

7. The resolution of any claim under this Article shall be reflected by a Change Order or Supplemental Agreement executed by City and Contractor.
ARTICLE 16
UNCOVERING AND CORRECTING CONSTRUCTION WORK

1. If any of the Construction Work is covered, concealed or obscured contrary to the written request of City, or contrary to any provision of the Contract, said Construction Work shall, if required by City, be uncovered for inspection and shall be properly replaced at Contractor's expense without change in the Contract Time.

2. If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 1 above, it shall, if required by City, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to City. If such Construction Work does not strictly conform to the Contract, Contractor shall pay the cost of uncovering and proper replacement.

3. Contractor shall immediately proceed to correct Construction Work rejected by City as defective or failing to conform to the Contract. Contractor shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

4. In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from City. This obligation shall survive final payment by City and termination of the Contract.

5. Nothing contained in Paragraph 4 shall establish any period of limitation with respect to other obligations which Contractor has under the Contract. Establishment of the one-year time period in Paragraph 4 above relates only to the duty to Contractor to specifically correct the Construction Work.

6. City may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. City shall be entitled to a reduction in the Construction Price regardless of whether City has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the Construction Price, if any, is insufficient to compensate City for the acceptance of defective or nonconforming Construction Work, Contractor shall, upon written demand from City, pay City such additional compensation for accepting defective or nonconforming Construction Work.

ARTICLE 17
SUSPENSION AND TERMINATION

1. City may for any reason whatsoever suspend performance under the Contract. City shall give written notice of such suspension to Contractor specifying when such suspension is to become effective.

2. From and upon the effective date of any Suspension ordered by City, Contractor shall incur no further expense or obligations in connection with this Contract, and Contractor shall cease its performance.
Contractor shall also, at City's direction, either suspend or assign to City any of its open or outstanding subcontracts or purchase orders.

3. In the event City directs a suspension of performance under this Article 17, through no fault of Contractor, and provided Contractor submits a proper claim as provided in this Contract, City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:

   (a) Demobilization and remobilization, including such costs paid to Subcontractors;
   (b) Preserving and protecting Construction Work in place;
   (c) Storage of materials or equipment purchased for the Project, including insurance
   (d) Performing in a later, or during a longer, time frame than that contemplated by this contract.

4. If City lifts the suspension it shall do so in writing, and Contractor shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided herein.

5. City reserves the right, for any reason whatsoever (including, but not limited to, the City's failure to appropriate funding for this Contract), or without reason, terminate performance under the Contract by Contractor for convenience. City shall give thirty (30) calendar days advance written notice of termination for convenience to Contractor. Contractor shall incur no further obligations in connection with the Contract and Contractor shall stop Work when such termination becomes effective. Contractor shall also, at City's direction, either terminate or assign to City outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of any terminated subcontracts and orders. City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed Design Documents (if any), Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Contractor has.

6. When terminated for convenience, Contractor shall be compensated as follows:

   (a) Contractor shall submit a termination claim to City specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by City. If Contractor fails to file a termination claim within three (3) months from the effective date of termination, City shall pay Contractor an amount derived in accordance with Subparagraph (c) below;
   (b) City and Contractor may agree to the compensation, if any, due to Contractor under this paragraph;
   (c) Absent agreement to the amount due to Contractor, City shall pay Contractor, as full compensation for termination for convenience, the following amounts:

       (i) the Cost of the Construction Work and Services, as defined and allowed by to the extent incurred or paid prior to receipt by Contractor of the notice of termination;
such portion of Work which is completed and unpaid as of the date of receipt by Contractor of the notice of termination; and

reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract. In no event shall Contractor be entitled to recover lost profits or other incidental or consequential damages from City on account of a termination for convenience, or an erroneous termination for cause as described below.

7. If Contractor does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the Construction Work is finished.

8. In the event the employment of Contractor is terminated by City for cause and it is subsequently determinedly a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Paragraph and the provisions of this Paragraph regarding compensation shall apply.

ARTICLE 18
INDEMNITY

1. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold City, its elected officials, officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its elected officials, officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 19
INSURANCE AND BONDS

1. Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.

2. Contractor, Subcontractors and Suppliers shall procure and maintain until all of their obligations have been...
discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

B. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

C. Minimum Scope and Limits Of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

(i) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate $2,000,000
- Products-Completed Operations Aggregate $1,000,000
- Personal & Advertising Injury $1,000,000
- Each Occurrence $1,000,000

The policy shall be endorsed to include the following additional insured language: “The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

(a) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

- Combined Single Limit (CSL) $1,000,000

The policy shall be endorsed to include the following additional insured language: “The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor” including automobiles owned, leased, hired or borrowed by the Contractor.”

(b) Workers Compensation and Employers Liability

- Workers Compensation Statutory
  - Employers’ Liability
  - Each Accident $100,000
  - Disease-Each Employee $100,000
  - Disease-Policy Limit $500,000

The policy shall contain a waiver of subrogation against the City of Buckeye.
(c) **Professional Liability**

<table>
<thead>
<tr>
<th>Each Claim</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

(i) The required professional liability coverage must cover work done or to be done or on the behalf of the Contractor.

(ii) In the event that professional liability insurance required by this Contract is written on a “claims made” basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

(iii) Should any Job Order include the services of design as an integral part of the work, any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverage’s because of the design-build delivery of the Project.

(d) **Umbrella/Excess Liability:** Umbrella/Excess Liability insurance with a limit of not less than $5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Automobile Liability, and Employer’s Liability, as required above.

(e) **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:

(i) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(ii) The Contractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(iii) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

(f) **Subconsultant’s and Subcontractor’s Insurance.** Contractor’s certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. All coverage’s for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

(g) **Notice Of Cancellation.** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:
(h) **Acceptability Of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best’s rating of no less than A-. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

(i) **Verification of Coverage:**

(i) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

(ii) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

(iii) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Contract Administrator. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

(j) **Approval.** Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

(k) **Bonds and Other Performance Security.** Contractor shall provide the following performance bond and labor and material payment bond:

(i) Prior to execution of this Contract, the Contractor must provide a performance bond and a labor and materials bond, each in an amount equal to the amount of initial Contract Price designated for construction services set forth in each Job Order.

(ii) Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the City of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of the Contract.
(l) The bonds shall be made payable and acceptable to the City of Buckeye.

(m) The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is submitted, it shall be for twice the total Contract amount. If two Powers of Attorney are submitted, each shall be for the total Contract amount. Personal or individual bonds are not acceptable.

(n) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(o) All bonds submitted for this project shall be provided by a company which has been rated "A- or better" by the A.M. Best Company.

3. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

ARTICLE 20
CANCELLATION UNDER A.R.S. § 38-511

1. This Contract may be cancelled pursuant to the terms of Arizona Revised Statutes Section 38- 511, as Amended.

ARTICLE 21
GIFT TO PUBLIC SERVANT

1. City may terminate this Contract immediately if Contractor has offered, conferred, or agreed to confer any benefit upon a City of Buckeye employee or official that the City of Buckeye employee or official is prohibited by law from accepting.

2. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

3. Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

4.
ARTICLE 22
NONDISCRIMINATION

1. As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

2. Subject to existing law, and regulations, illegal or undocumented persons will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor shall notify the City upon the selection and agreement with any sub-contractor, and shall notify the City prior to any subcontractor being on site doing work. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented persons. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work in the United States under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this Article 22 shall be deemed a material breach of this Contract.

ARTICLE 23
MISCELLANEOUS PROVISIONS

1. This Contract shall be governed by the laws and court decisions of the State of Arizona. This Contract is performed in Maricopa County, Arizona, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Maricopa County, Arizona.

2. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

3. Contractor shall not assign this Contract, or any part of this Contract, without prior written consent of City.

4. All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.
5. No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without City’s prior written consent.

6. In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

7. This Contract, with all Exhibits and incorporated or referenced attachments, and any Job Order, together with Contractor’s and Surety’s performance and payment bonds for the Project, constitute the entire and exclusive agreement between City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

8. If the City Council does not appropriate funds to continue this Contract or any Job Order into a subsequent fiscal year, and pay for charges hereunder or under any current Job Order for a Project that extends into a new fiscal year, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City’s payment obligations hereunder. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to any termination for a lack of funds and will pay to the Contractor all approved charges incurred prior to Contractor’s receipt of such notice, subject to the availability of funds therefore.

9. Cooperative Purchasing- Specific eligible political subdivisions and nonprofit educational or health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit.
The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

10. Register in the City of Buckeye Vendor portal at [https://selfservice.buckeyeaz.gov/MSS](https://selfservice.buckeyeaz.gov/MSS). The Vendor registration allows the City to process purchase orders, contracts and invoices according to the profile and W-9 information submitted by the Contractor.

11. Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

**ARTICLE 24**

**E-VERIFY**

1. E-Verify Requirements. To the extent applicable under Arizona Revised Statute § 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 Arizona Revised Statute § 23-214(A). The Contractor or subcontractor’s breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Contractor or subcontractor employee who work on the Contract to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

2. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Contractor and its subcontractors shall cooperate with City’s random inspections including granting the City’s entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

[Signature Page to Follow]
"City"

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt
City Attorney

RECOMMENDED:

CA Williams
Christopher A. Williams, Manager
Construction & Contracting Division

ACKNOWLEDGEMENT

STATE OF ARIZONA    )
) 2019,
County of Maricopa    ) before me personally appeared Jackie A. Meck, the
Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

Notary Public

Summer Stewart
Notary Public
Maricopa County, Arizona
My Comm. Expires 05-11-22
Commission No. 331711

Contract #2019005-04 Sunland Asphalt
JOC Contract- Street Maintenance
"Contractor"

By: 

Name: Matt Johnson 

Title: VP

ACKNOWLEDGEMENT

STATE OF ARIZONA )

County of Maricopa )

On this 10th day of July, 2019, before me personally appeared Matt Johnson, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

Stephanie McLaughlin  
Notary Public

Contract #2019005-04 Sunland Asphalt  
JOC Contract - Street Maintenance  
31
EXHIBIT A
TO
JOB ORDER CONTRACT FOR
STREET MAINTENANCE
BETWEEN
CITY OF BUCKEYE
AND
SUNLAND ASPHALT & CONSTRUCTION INC.

[CONTRACTOR’S PROPOSAL]
SEE FOLLOWING PAGES
CITY OF BUCKEYE · RFQ #2019005

STREET MAINTENANCE JOB ORDER CONTRACT
CATEGORY 1: PAVE AND MILL PROJECTS

SUBMITTED BY: SUNLAND ASPHALT & CONSTRUCTION, INC.
MAY 16, 2019 · 11:00 A.M.
May 16, 2019

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326
Attn: Tammy Vogel

Re: Proposal for the Job Order Contract for Street Maintenance (Category 1), RFQ No: 2019005

Dear Members of the Selection Committee:

Sunland Asphalt & Construction, Inc. (Sunland) is pleased to submit our statement of qualifications for the Job Order Contract (JOC) for Street Maintenance (Category 1) for the City of Buckeye.

As you will see in our submittal, Sunland has the JOC experience and highly qualified personnel to undertake the City’s contract. Sunland excels in the following key JOC areas:

- **JOC Project Delivery is Our Specialty:** Sunland has completed more than 550 JOC projects totaling approximately $80 million in the last five years. Nearly 40% of all of our work is executed in this delivery method. The JOC format also gives us the ability to provide the high level customer service our company is built on.

- **Experienced Team:** We have proposed our most experienced team who have all worked together on multiple projects of similar scope to Category 1 of the Street Maintenance JOC. This provides the City of Buckeye with a solid team that understands the JOC process, the necessity of partnering, and the importance of being responsive and accountable in all phases of the construction process.

- **Provide the Project for the Best Value:** The City of Buckeye benefits from Sunland’s subcontractor and supplier relationships. We are a number one customer in terms of volume for our subcontractors and suppliers, passing that cost benefit on to you. But just as importantly, we foster outstanding relationships with subcontractors and suppliers to understand new products, innovative approaches, and continuous improvement.

- **Safety for Project Stakeholders:** Sunland has worked diligently on its company safety program. Today, our EMOD is at 0.68 and is trending downward. This exemplifies our dedication to sustaining a safe work site and commitment to ensuring our employees and project stakeholders return home safely every day.

We look forward to continuing our already strong working relationship with the City of Buckeye and have the proven experience to execute this contract. I will serve as Sunland’s Vice President for this contract and can be reached at 602.513.0420 or by e-mail at mjohnson@sunlandasphalt.com.

We welcome the opportunity to discuss our qualifications and answer any questions you may have. Thank you for your consideration.

Sincerely,

Matt Johnson
Vice President
Sunland Asphalt & Construction, Inc.
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» FINANCIAL DOCUMENTS

» A. PROJECT EXPERIENCE

» B. PAST PERFORMANCE QUESTIONNAIRE

» C. EXPERIENCE OF KEY PERSONNEL

» D. METHOD OF APPROACH
To Whom It May Concern:

RE: Sunland Asphalt & Construction, Inc.
   (f/k/a Sunland, Inc. - Asphalt & Sealcoating)

In January 2012 Minard-Ames Insurance Services arranged a surety program for Sunland with Liberty Mutual Insurance Company. They are a Treasury Listed, “A” Best rated surety company and have been able to meet the surety needs of Sunland. Liberty stands ready to favorably consider Sunland’s request to issue bid, performance and payment bonds for single contracts up to $50,000,000 and a program up to $175,000,000.

Sunland comes very highly recommended by this office and we are pleased to share with you our most favorable experience and regard for our client. In our opinion, Sunland is most capably staffed, properly financed and possess very capable and successful management. We fully believe that they would not entertain a commitment they could not fulfill.

Bonds issued are always based on a satisfactory review of all contract documents, bond forms, verification of financing and other current relevant underwriting information. Any arrangement for final bonds is a matter between Sunland and the surety and we assume no liability to third parties if for any reason we do not execute said bonds.

Should you have any questions, please feel free to contact our office. Thank you.

Sincerely,

Lori L. Dawson-Brown
Underwriting Executive
## FINANCIAL DOCUMENTS

### CERTIFICATE OF LIABILITY INSURANCE

**Date (MM DD YYYY)**: 03/29/2019

**Producer**
Farmer Woods Group  
919 North 1st Street  
Phoenix, AZ 85004

**Insured**
Sunland Asphalt & Construction Inc  
1625 E Northern Ave  
Phoenix, AZ 85020

**Contact**
Cindy Herrera  
Phone: (602)264-0566  
Fax: (602)277-4706  
Email: cindy-herrera@leavitt.com

### COVERAGES

#### INSURER A: National Union Fire Ins Co PA

**Certificate Number**: 1988-2015  
**Policy Number**: GL925617  
**Type of Insurance**: Commercial General Liability  
**Policy Eff**: 04/01/2019  
**Policy Exp**: 04/01/2020  
**Limits**:  
- Property Damage: $1,000,000  
- Bodily Injury: $500,000  
- Medical Expenses: $25,000  
- Personal & Adverse Injury: $1,000,000  
- General Aggregate: $2,000,000  
- Products - Compo/Op Aggregate: $2,000,000

#### INSURER B: National Union Fire Insurance

**Certificate Number**: 1988-2015  
**Policy Number**: CA9775927  
**Type of Insurance**: Automobile Liability  
**Policy Eff**: 04/01/2019  
**Policy Exp**: 04/01/2020  
**Limits**:  
- Combined Single Limit: $1,000,000  
- Bodily Injury (Per Person): $1,000,000  
- Bodily Injury (Per Accident): $1,000,000  
- Property Damage: $2,000,000  
- Uninsured Motorist: Minimum

#### INSURER C: Travelers Property Casualty Company of America

**Certificate Number**: 1988-2015  
**Policy Number**: ZUP-21N94819-19  
**Type of Insurance**: Umbrella Liability  
**Policy Eff**: 04/01/2019  
**Policy Exp**: 04/01/2020  
**Limits**:  
- General Aggregate: $15,000,000

#### INSURER D: National Union Fire Ins Co PA

**Certificate Number**: 1988-2015  
**Policy Number**: WC011-56-9704  
**Type of Insurance**: Workers Compensation  
**Policy Eff**: 04/01/2019  
**Policy Exp**: 04/01/2020  
**Limits**:  
- E.L. Each Accident: $1,000,000  
- E.L. Disease - E.A. Employee: $1,000,000  
- E.L. Disease - Policy Limit: $1,000,000

### Certificate Holder

For Information Only

**Authorized Representative**

[Signature]

1988-2015 ACORD CORPORATION. All rights reserved.

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**Important Note:** If the certificate holder is an Additional Insured, the policy(ies) must have Additional Insured provisions or be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
<table>
<thead>
<tr>
<th>CONTRACT</th>
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<td>Zanjero Apartments:82-031017</td>
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<td>Legend at Pointe Tapatio:26-140318</td>
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<td>Our Lady of Guadalupe Parish PH001144</td>
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<td>19178.</td>
<td>19th Ave And Rose Garden Lane PH001692</td>
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<td>A.T.Still University PH001717</td>
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<td>Greenway Palms Condominium PH001907</td>
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<td>Arrowhead Corporate Center:26-030119</td>
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<td>19257.</td>
<td>Curb repair PH001979</td>
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<td>19263.</td>
<td>Dream City Church PH001838</td>
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<td>Cambria Apartments PH001096</td>
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<td>Tre Bellavia II PH001550</td>
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## CURRENT PROJECT LIST

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<td>LabCorp PH001645</td>
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<td>PebbleCreek 2019 Repairs TU000624</td>
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<td>Bellaza PH000325</td>
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<td>Sierra Bloom - Phase 1 Infrastructure PH001409</td>
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<td>Phoenix</td>
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<td>80883.</td>
<td>MCDOT TT566 - FY2018 LOCAL AND COLLECTOR ROADS REHAB</td>
<td>3,744,732.41</td>
<td>97.55%</td>
</tr>
<tr>
<td>80915.</td>
<td>HUNT HIGHWAY (PHASE 4) (SUB TO CIVIL)</td>
<td>395,000.00</td>
<td>84.47%</td>
</tr>
<tr>
<td>80949.</td>
<td>City of Maricopa FY 18-79-030418</td>
<td>674,655.86</td>
<td>98.65%</td>
</tr>
<tr>
<td>80976.</td>
<td>SAGUARO BLOOM LAMBERT LANE &amp; AIRLINE ROAD</td>
<td>1,482,000.00</td>
<td>99.15%</td>
</tr>
<tr>
<td>80977.</td>
<td>TEMPE STREET PRESERVATION - NEIGHBORHOOD (US60-BASELINE; PRICE)</td>
<td>3,025,000.00</td>
<td>98.47%</td>
</tr>
<tr>
<td>80999.</td>
<td>CITY OF COTTONWOOD FY18 MAINTENANCE</td>
<td>262,784.91</td>
<td>98.09%</td>
</tr>
<tr>
<td>81002.</td>
<td>PIMA COUNTY RLRRP #2</td>
<td>3,088,673.88</td>
<td>99.18%</td>
</tr>
<tr>
<td>81003.</td>
<td>Town of Gilbert- FY 18 Chip Seal- 3-5-18-79-030518</td>
<td>600,000.00</td>
<td>98.31%</td>
</tr>
<tr>
<td>81008.</td>
<td>CITY OF MESA FY18/19 PMM</td>
<td>1,220,883.18</td>
<td>83.52%</td>
</tr>
<tr>
<td>81028.</td>
<td>TEMPE STREET PRESERVATION WARNER ROAD (DATELAND TO RURAL)</td>
<td>573,354.09</td>
<td>99.29%</td>
</tr>
<tr>
<td>81066.</td>
<td>TEMPE STREET PRESERVATION 48TH STREET (SOUTHERN TO BROADWAY)</td>
<td>1,076,095.04</td>
<td>98.39%</td>
</tr>
<tr>
<td>81085.</td>
<td>561 CITY OF EL MIRAGE FY18-19 MAINTENANCE</td>
<td>214,125.74</td>
<td>98.17%</td>
</tr>
<tr>
<td>81089.</td>
<td>CITY OF EL MIRAGE - A STREET (FULL DEPTH RECONSTRUCTION)</td>
<td>372,535.78</td>
<td>98.65%</td>
</tr>
<tr>
<td>81091.</td>
<td>CITY OF APACHE JUNCTION - TOMAHAWK RD SPOT REPAIR</td>
<td>74,473.12</td>
<td>98.33%</td>
</tr>
<tr>
<td>81098.</td>
<td>City of Avondale FY18-19 Pavement Preservation</td>
<td>880,970.12</td>
<td>96.41%</td>
</tr>
<tr>
<td>81099.</td>
<td>CITY OF PRESCOTT - FY2019 PAVEMENT REHABILITATION</td>
<td>1,640,000.00</td>
<td>95.90%</td>
</tr>
<tr>
<td>81107.</td>
<td>Gila County Roosevelt Lake Maintenance (REV1)</td>
<td>361,768.37</td>
<td>98.51%</td>
</tr>
<tr>
<td>81111.</td>
<td>MCDOT TT0515 TONTO HILLS HARRIS PROPERTY EROSION MITIGAT</td>
<td>42,076.87</td>
<td>93.96%</td>
</tr>
<tr>
<td>81125.</td>
<td>Town of Gilbert FY 18 Chip Seal &amp; Liquid Road</td>
<td>532,594.16</td>
<td>96.87%</td>
</tr>
<tr>
<td>81127.</td>
<td>COP 2019 JOA - ARTERIAL OPTIPAVE</td>
<td>305,556.70</td>
<td>1.67%</td>
</tr>
<tr>
<td>81145.</td>
<td>CITY OF PHOENIX 2019 JOC - JOA 2 CRACK SEAL</td>
<td>1,739,999.72</td>
<td>97.39%</td>
</tr>
<tr>
<td>81151.</td>
<td>TOWN OF MARANA COACHLINE BLVD RECONSTRUCTION (W.O.)</td>
<td>3,524,400.00</td>
<td>14.86%</td>
</tr>
<tr>
<td>81152.</td>
<td>City Of Cottonwood - 12th St. Chip Seal</td>
<td>69,302.43</td>
<td>22.55%</td>
</tr>
<tr>
<td>81156.</td>
<td>Omega Contracting COP Pavement Cut Utility Repair (REV1)</td>
<td>29,333.06</td>
<td>0.00%</td>
</tr>
<tr>
<td>81159.</td>
<td>MCDOT MD1903 355TH PIPE REHAB</td>
<td>218,245.73</td>
<td>101.84%</td>
</tr>
<tr>
<td>81168.</td>
<td>Town of Parker FY 18 Street Preservation</td>
<td>146,779.30</td>
<td>98.88%</td>
</tr>
<tr>
<td>81187.</td>
<td>TOWN OF GILBERT STONEBRIDGE LAKES RECONSTRUCTION</td>
<td>2,817,220.00</td>
<td>4.79%</td>
</tr>
<tr>
<td>81198.</td>
<td>CITY APACHE JUNCTION - IDAHO RD/LOST DUTCHMAN - MCKELLIP</td>
<td>515,378.27</td>
<td>97.85%</td>
</tr>
<tr>
<td>81199.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 9 OVERLAYS</td>
<td>1,396,879.98</td>
<td>62.99%</td>
</tr>
<tr>
<td>81200.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 11 OVERLAYS</td>
<td>904,290.65</td>
<td>97.38%</td>
</tr>
<tr>
<td>81203.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 10 OVERLAYS</td>
<td>1,532,946.61</td>
<td>45.06%</td>
</tr>
<tr>
<td>81206.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 7 OVERLAYS</td>
<td>1,125,765.31</td>
<td>1.88%</td>
</tr>
<tr>
<td>81208.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 8 OVERLAYS</td>
<td>1,102,886.45</td>
<td>0.68%</td>
</tr>
<tr>
<td>81211.</td>
<td>Tempe Streetcar Guideway Milling</td>
<td>147,850.00</td>
<td>24.06%</td>
</tr>
<tr>
<td>81212.</td>
<td>City of Phoenix 2019 JOA 3 - Asphalt Patching</td>
<td>70,000.00</td>
<td>39.69%</td>
</tr>
<tr>
<td>81214.</td>
<td>PHX OPEN 2019 DUST CONTROL</td>
<td>80,884.32</td>
<td>92.77%</td>
</tr>
<tr>
<td>81215.</td>
<td>563 CITY OF PHOENIX GOLD KEY RACQUET CLUB REPAVING</td>
<td>221,490.00</td>
<td>0.45%</td>
</tr>
</tbody>
</table>
## CURRENT PROJECT LIST

<table>
<thead>
<tr>
<th>CONTRACT</th>
<th>DESCRIPTION</th>
<th>CONTRACT AMOUNT</th>
<th>% COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>81225.</td>
<td>Phoenix Convention Center - ColorPave</td>
<td>24,615.14</td>
<td>92.74%</td>
</tr>
<tr>
<td>81228.</td>
<td>CITY OF CASA GRANDE RANCHO GRANDE PAVEMENT RECONSTRUCTION</td>
<td>2,700,569.57</td>
<td>26.70%</td>
</tr>
<tr>
<td>81237.</td>
<td>CITY OF GLENDALE FY18-19 MAINTENANCE (SEALING)</td>
<td>1,290,877.44</td>
<td>23.76%</td>
</tr>
<tr>
<td>81238.</td>
<td>CITY OF GLENDALE FY18-19 ASPHALT PATCHING</td>
<td>509,122.56</td>
<td>4.77%</td>
</tr>
<tr>
<td>81244.</td>
<td>City of Maricopa Asphalt &amp; Concrete Repairs PH001567</td>
<td>194,294.00</td>
<td>0.24%</td>
</tr>
<tr>
<td>81255.</td>
<td>City of Phoenix 2019 JOC - JOA 4 Crack Seal</td>
<td>1,928,000.00</td>
<td>54.79%</td>
</tr>
<tr>
<td>81256.</td>
<td>STOCKTON HILL RD (AIRWAY TO GORDON) - HAYDON CMAR AC SUB</td>
<td>883,774.53</td>
<td>54.79%</td>
</tr>
<tr>
<td>81257.</td>
<td>APEX MOTORSPORTS TRACK (REV1) Sub to Civil</td>
<td>1,966,237.59</td>
<td>0.40%</td>
</tr>
<tr>
<td>81261.</td>
<td>Town Of Parker FY19 Road Reclamation</td>
<td>495,836.89</td>
<td>17.22%</td>
</tr>
<tr>
<td>81262.</td>
<td>ADOT L202 &amp; BROADWAY NB OFF-RAMP &amp; SB ON-RAMP ACFC REPAIRS</td>
<td>141,095.50</td>
<td>2.20%</td>
</tr>
<tr>
<td>81264.</td>
<td>ADOT US60 SUNRISE/RH JOHNSON INTERSECTION REPAIRS</td>
<td>343,456.52</td>
<td>0.00%</td>
</tr>
<tr>
<td>81266.</td>
<td>561 SRPMIC - CRACK SEAL COMMUNITY ROADWAYS</td>
<td>174,970.00</td>
<td>17.88%</td>
</tr>
<tr>
<td>81271.</td>
<td>City of Phoenix 2019 JOC - JOA 12 Accelerated Overlays</td>
<td>1,954,892.70</td>
<td>19.89%</td>
</tr>
<tr>
<td>81274.</td>
<td>561 CITY OF YUMA FY19 SPRING PMM (REV1)</td>
<td>75,209.35</td>
<td>0.00%</td>
</tr>
<tr>
<td>81279.</td>
<td>SUPPLY &amp; APPLY TACK (SUB TO CIVIL)</td>
<td>6,500.00</td>
<td>124.39%</td>
</tr>
<tr>
<td>81280.</td>
<td>1900561 MCDOT TT0599 SUN VALLEY PARKWAY PHASE III</td>
<td>7,975,975.00</td>
<td>0.42%</td>
</tr>
</tbody>
</table>

**Division:** Public Works

**Total Contract Amount:** 73,467,003.27
A. Project Experience
CITY OF PHOENIX STREET TRANSPORTATION DEPARTMENT PAVEMENT RESTORATION SERVICES JOC (CONTRACT #145427)

Scope of Work: This JOC contract consists of arterial, major collector, minor collector, and residential pavement overlay. Other services include crack seal, slurry seal, microseal, TRMSS, PMM, FAST, scrub sealing, and fog sealing. Additional items in this contract include full width milling, edge milling, tack coat, blotter material, utility lowering and adjustments, construction management, project notifications / hotline, traffic control, and off-duty police officers.

Completion Date: Ongoing
Owner: City of Phoenix
Construction Cost: $30,000,000; option to add additional $20,000,000
Contact: Rick Evans – Project Manager rick.evans@phoenix.gov 602-712-9544
CITY OF PHOENIX STREET TRANSPORTATION DEPARTMENT RIGHT-OF-WAY GENERAL CONSTRUCTION JOC (CONTRACT #145603)

Scope of Work: This JOC contract consists of asphalt paving work, concrete paving work, removal and replacement of miscellaneous concrete and asphalt items, concrete structure installation, storm drain installation, utility adjustments and modifications, waterline installation, sanitary and storm sewer installation including service taps, street and signal lighting, construction management, project notifications / hotline, traffic control, and off-duty officers.

Completion Date: Ongoing

Owner: City of Phoenix

Construction Cost: $12,000,000; option to add an additional $8,000,000

Contact: Joe Rodriguez – Project Manager jose.m.rodriguez@phoenix.gov 602-262-4054
MCDOT JOC FOR ROADWAY CONSTRUCTION, STABILIZATION AND PAVING SERVICES  
(CONTRACT #2017-001 TO 2017-003)

Scope of Work: This JOC contract consists of soil stabilization for roadway subgrade and shoulders, subgrade preparation and aggregate base course work, construction of new asphalt concrete pavement or other designated surfacing material, installation of pavement markings and signage, utility adjustments and relocations, landscape and irrigation restoration, relocating and rebuilding of fences of various materials, concrete removal and replacement, native plant removal and relocation, pipe removal and installation, project notifications / hotline, traffic control, and off-duty officers.

Completion Date: Ongoing

Owner: Maricopa County Department of Transportation

Construction Cost: $9,000,000

Contact: Bill Grimes – Inspection Supervisor  
billgrimes@mail.maricopa.gov  
602-506-6604

City of Buckeye JOC for Street Maintenance | Category 1 | Contract Number: 2019005 10
A. PROJECT EXPERIENCE

ADOT MILLING & ASPHALT REPLACEMENT SERVICES CONTRACT
(CONTRACT #ADOT16-131761)

Scope of Work: This JOC contract consists of milling and asphalt replacement services for five different districts around the State of Arizona for the Arizona Department of Transportation (ADOT). The project scopes include milling to various depths, sweeping, hauling millings, hauling asphalt, tack coat, paving ADOT 409 asphalt, and paving ADOT 407 ACFC asphalt.

Completion Date: Ongoing

Owner: Arizona Department of Transportation (ADOT)

Construction Cost: $5,000,000 annually

Contact: Martin Pena – Central Maintenance Contracts Supervisor
Mpena@azdot.gov
602-361-2231
CITY OF TEMPE JOC FOR PAVING AND RESURFACING OF STREETS AND FACILITIES
(CONTRACT #C2015-30)

Scope of Work: This contract includes paving and resurfacing of streets and facilities within the City of Tempe. The scope includes removals, milling, earthwork, crack seal, chip seal, aggregate base, asphalt paving, concrete curb and gutter, concrete ADA ramps, various concrete flatwork, utility adjustments, striping, signage, electrical, landscaping and traffic control.

Completion Date: Ongoing

Owner: City of Tempe

Construction Cost: $500,000+ annually

Contact: Edward Bond Jr. – Senior Civil Engineer, Transportation Maintenance edward_bond@tempe.gov 480-250-5124
B. Past Performance Questionnaire
# PAST PERFORMANCE QUESTIONNAIRE

## CONTRACT INFORMATION (To be completed by Contractor)

1. **Contractor Information:**
   - Firm Name: Sunland Asphalt & Construction, Inc.  
     Email: rrisner@sunlandasphalt.com
   - Address: 775 W. Elwood St. Phoenix, AZ 85041  
     Contact Name: Rick Risner
   - Phone Number: 602-288-5028  
     Contact Phone: 602-705-1041

2. **Work Performed as:**  
   - [x] Prime Contractor  
   - [ ] Sub Contractor  
   - [ ] Joint Venture  
   - [ ] Other (Explain):

3. **Contract Information:**
   - Contract Number: #145427
   - Contract Type:  
     - [ ] Firm Fixed Price  
     - [ ] Cost Reimbursement  
     - [x] Other: JOC
   - Contract Title: City of Phoenix Street – Pavement Restoration Services JOC
   - Contract Location: Phoenix, AZ
   - Award Date (mm/dd/yy): 6/21/2017
   - Contract Completion Date: 6/21/2020 with option to extend for an additional 2 years
     - Actual Completion Date: Ongoing
     - Explain Differences:
     - Original Contract Price (Award Amount): $30,000,000.00
     - Final Contract Price (to include all modifications, if applicable): $50,000,000.00
     - Explain Differences: Initial 3 YR up to $30M and then option for 2 year extension for $20M

4. **Project Description:**
   - Complexity of Work:  
     - [ ] High  
     - [x] Med  
     - [ ] Routine
   - How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project involves similar scope of work, equipment, crews and conditions as compared to the Buckeye JOC contract.

## CLIENT INFORMATION (To be completed by Client)

5. **Client Information:**
   - Name: Rick Evans
   - Phone Number: 602. 717. 9544
   - Title: Project Manager
   - Email Address: Rick.Evans

6. **Describe the client’s role in the project:**
   - Project Manager is responsible for creating, managing, the job order contracts, processing pay requests, overseeing construction activities.

   **Client Signature:** [Signature]  
   **Date:** 5/14/19

---

**City of Buckeye JOC for Street Maintenance | Category 1 | Contract Number: 2019005**
### B: PAST PERFORMANCE QUESTIONNAIRE

**CITY OF PHOENIX STREET TRANSPORTATION DEPARTMENT PAVEMENT RESTORATION SERVICES JOC (CONTRACT #145427)**

#### ADJECTIVE RAITINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR’S PERFORMANCE

<table>
<thead>
<tr>
<th>RAITING</th>
<th>DEFINITION</th>
<th>NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E)</td>
<td>Exceptional Performance meets contractual requirements and exceeds many to the Government/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective</td>
<td>An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</td>
</tr>
<tr>
<td>(VG) Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Government/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective</td>
<td>A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.</td>
</tr>
<tr>
<td>(S) Satisfactory</td>
<td>Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory</td>
<td>A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</td>
</tr>
<tr>
<td>(M) Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.</td>
<td>A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.</td>
</tr>
<tr>
<td>(U) Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor’s corrective actions appear or were ineffective.</td>
<td>An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.</td>
</tr>
<tr>
<td>(N) Not Applicable</td>
<td>No information or did not apply to your contract</td>
<td>Rating will be neither positive nor negative.</td>
</tr>
</tbody>
</table>
# PAST PERFORMANCE EVALUATION

(To be completed by client)

## 1. Quality

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<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>a) Quality of technical data/report preparation efforts</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>b) Ability to meet quality standards specified for technical performance</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
</tbody>
</table>

## 2. Schedule/Timeliness of Performance:

<p>| | | | | | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>b) Rete the contractor's use of available resources to accomplish tasks identified in the contract</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
</tbody>
</table>

## 3. Customer Satisfaction

<p>| | | | | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>a) To what extent were the end users satisfied with the project?</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>d) Overall customer satisfaction</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
</tbody>
</table>

## 4. Management/Personnel/Labor

<p>| | | | | | |</p>
<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>b) Ability to hire, apply, and retain a qualified workforce through this effort</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>c) Government Property Control</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>d) Knowledge/expertise demonstrated by contractor personnel</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>e) Utilization of Small Business</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>f) Ability to simultaneously manage multiple projects with multiple disciplines</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to government changes</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
<tr>
<td>h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)</td>
<td>E</td>
<td>VG</td>
<td>S</td>
<td>M</td>
<td>U</td>
</tr>
</tbody>
</table>
## B: PAST PERFORMANCE QUESTIONNAIRE

### 5. COST/FINANCIAL MANAGEMENT

<table>
<thead>
<tr>
<th>a) Ability to meet the terms and conditions within the contractually agreed price(s)?</th>
<th>E V G S M U N</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client</td>
<td>E V G S M U N</td>
</tr>
<tr>
<td>c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)</td>
<td>E V G S M U N</td>
</tr>
<tr>
<td>d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.</td>
<td>Yes</td>
</tr>
<tr>
<td>e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.</td>
<td>Yes</td>
</tr>
<tr>
<td>f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### 6. SAFETY/SECURITY

| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E V G S M U N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E V G S M U N |

### 7. GENERAL

| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues) | E V G S M U N |
| b) Compliance with contractual terms/provisions (explain if specific issues) | E V G S M U N |
| c) Would you hire or work with this firm again? (If no, please explain below) | Yes | No |
| d) In summary, provide an overall rating for the work performed by this contractor. | E V G S M U N |

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: [Signature]

Date: 5/14/17
# PAST PERFORMANCE QUESTIONNAIRE

## CONTRACT INFORMATION (To be completed by Contractor)

<table>
<thead>
<tr>
<th>1. Contractor Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name: Sunland Asphalt &amp; Construction, Inc.</td>
</tr>
<tr>
<td>Address: 775 W. Elwood St. Phoenix, AZ 85041</td>
</tr>
<tr>
<td>Phone Number: 602-288-5028</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Work Performed as:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Prime Contractor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Contract Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number: #145603</td>
</tr>
<tr>
<td>Contract Type: Firm Fixed Price</td>
</tr>
<tr>
<td>Contract Title: City of Phoenix Street – R.O.W. General Construction JOC</td>
</tr>
<tr>
<td>Contract Location: Phoenix, AZ</td>
</tr>
<tr>
<td>Award Date (mm/dd/yy): 5/31/2017</td>
</tr>
<tr>
<td>Contract Completion Date: 5/31/2020 with option to extend for an additional 2 years</td>
</tr>
<tr>
<td>Actual Completion Date: Ongoing</td>
</tr>
<tr>
<td>Explain Differences:</td>
</tr>
<tr>
<td>Original Contract Price (Award Amount): $12,000,000.00</td>
</tr>
<tr>
<td>Final Contract Price (to include all modifications, if applicable): $20,000,000.00</td>
</tr>
<tr>
<td>Explain Differences: Initial 3 YR up to $12M and then option for 2 year extension for $8M</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Project Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complexity of Work: X Med</td>
</tr>
<tr>
<td>How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project involves similar scope of work, equipment, crews and conditions as compared to the Buckeye JOC contract.</td>
</tr>
</tbody>
</table>

## CLIENT INFORMATION (To be completed by Client)

<table>
<thead>
<tr>
<th>5. Client Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Jose M Rodriguez</td>
</tr>
<tr>
<td>Title: Civil Engineer III</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Describe the client's role in the project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manage the construction administration of several Job-Order-Agreements for construction of a variety of Street Improvement projects under this Job-Order-Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 5/15/19</td>
</tr>
</tbody>
</table>

City of Buckeye JOC for Street Maintenance | Category 1 | Contract Number: 2019005 | 17
ADJECIVE RATING AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR’S PERFORMANCE

<table>
<thead>
<tr>
<th>RATING</th>
<th>DEFINITION</th>
<th>NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Government/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective</td>
<td>An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</td>
</tr>
<tr>
<td>(VG) Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Government/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective</td>
<td>A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.</td>
</tr>
<tr>
<td>(S) Satisfactory</td>
<td>Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory</td>
<td>A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</td>
</tr>
<tr>
<td>(M) Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</td>
<td>A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.</td>
</tr>
<tr>
<td>(U) Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</td>
<td>An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.</td>
</tr>
<tr>
<td>(N) Not Applicable</td>
<td>No information or did not apply to your contract</td>
<td>Rating will be neither positive nor negative.</td>
</tr>
</tbody>
</table>
# Past Performance Evaluation

**1. Quality**

- a) Quality of technical data/report preparation efforts:
  - E
  - VG
  - S
  - M
  - U
  - N

- b) Ability to meet quality standards specified for technical performance:
  - E
  - VG
  - S
  - M
  - U
  - N

- c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance:
  - E
  - VG
  - S
  - M
  - U
  - N

- d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance):
  - E
  - VG
  - S
  - M
  - U
  - N

**2. Schedule/Timeliness of Performance:**

- a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below):*
  - E
  - VG
  - S
  - M
  - U
  - N

- b) Rate the contractor's use of available resources to accomplish tasks identified in the contract:
  - E
  - VG
  - S
  - M
  - U
  - N

**3. Customer Satisfaction**

- a) To what extent were the end users satisfied with the project:
  - E
  - VG
  - S
  - M
  - U
  - N

- b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication):
  - E
  - VG
  - S
  - M
  - U
  - N

- c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer:
  - E
  - VG
  - S
  - M
  - U
  - N

- d) Overall customer satisfaction:
  - E
  - VG
  - S
  - M
  - U
  - N

**4. Management/Personnel/Labor**

- a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force:
  - E
  - VG
  - S
  - M
  - U
  - N

- b) Ability to hire, apply, and retain a qualified workforce through this effort:
  - E
  - VG
  - S
  - M
  - U
  - N

- c) Government Property Control:
  - E
  - VG
  - S
  - M
  - U
  - N

- d) Knowledge/expertise demonstrated by contractor personnel:
  - E
  - VG
  - S
  - M
  - U
  - N

- e) Utilization of Small Business:
  - E
  - VG
  - S
  - M
  - U
  - N

- f) Ability to simultaneously manage multiple projects with multiple disciplines:
  - E
  - VG
  - S
  - M
  - U
  - N

- g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes:
  - E
  - VG
  - S
  - M
  - U
  - N

- h) Effectiveness of overall management (including ability to effectively lead, manage and control the program):
  - E
  - VG
  - S
  - M
  - U
  - N
### 5. COST/FINANCIAL MANAGEMENT

| a) Ability to meet the terms and conditions within the contractually agreed price(s)? | E VG S M U N |
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E VG S M U N |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E VG S M U N |
| d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section. | Yes No |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below. | Yes No |
| f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below. | Yes No |

### 6. SAFETY/SECURITY

| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E VG S M U N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E VG S M U N |

### 7. GENERAL

| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues) | E VG S M U N |
| b) Compliance with contractual terms/provisions (explain if specific issues) | E VG S M U N |
| c) Would you hire or work with this firm again? (if no, please explain below) | Yes No |
| d) In summary, provide an overall rating for the work performed by this contractor. | E VG S M U N |

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

---

Client Signature: ____________________________  
Date: 5/15/19
**PAST PERFORMANCE QUESTIONNAIRE**

**CONTRACT INFORMATION (To be completed by Contractor)**

1. **Contractor Information:**
   - Firm Name: Sunland Asphalt & Construction, Inc.
   - Email: rrisner@sunlandasphalt.com
   - Address: 775 W. Elwood St., Phoenix, AZ 85041
   - Phone Number: 602-288-5028
   - Contact Name: Rick Risner
   - Contact Phone: 602-705-1041

2. **Work Performed as:**
   - [X] Prime Contractor
   - [ ] Sub Contractor
   - [ ] Joint Venture
   - [ ] Other (Explain):

3. **Contract Information:**
   - Contract Number: #2017-001 to 2017-003
   - Contract Type: [X] Firm Fixed Price
   - Contract Title: MCDOT Roadway Construction, Stabilization and Paving Services JOC
   - Contract Location: Maricopa County, AZ
   - Award Date (mm/dd/yy): 10/25/2017
   - Contract Completion Date: 10/25/2020 with option to extend for an additional 2 years
   - Actual Completion Date: Ongoing
   - Original Contract Price (Award Amount): $9,000,000.00
   - Final Contract Price (to include all modifications, if applicable): $15,000,000.00
   - Explain Differences: Initial 3 YR up to $9M and then option for 2 year extension for $6M

4. **Project Description:**
   - Complexity of Work: [X] Med
   - How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project involves similar scope of work, equipment, crews and conditions as compared to the Buckeye JOC contract.

**CLIENT INFORMATION (To be completed by Client)**

5. **Client Information:**
   - Name: Bill Grimes
   - Phone Number: 602-506-6604
   - Title: Inspection Supervisor
   - Email Address: billgrimes@mai.maricopa.gov

6. **Describe the client’s role in the project:** I was the Project Manager that administered the JOC contracts and was also a Construction Manager that managed JOC Contractors performing work on MCDOT projects.

**Client Signature:** Bill Grimes  
**Date:** 5-14-2019
# B: Past Performance Questionnaire

**MCDOT JOC for Roadway Construction, Stabilization and Paving Services (Contract #2017-001 to 2017-003)**

## Adjective Ratings and Definitions to Be Used to Best Reflect Your Evaluation of the Contractor's Performance

<table>
<thead>
<tr>
<th>RATING</th>
<th>DEFINITION</th>
<th>NOTE</th>
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<tbody>
<tr>
<td>E</td>
<td>Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</td>
</tr>
<tr>
<td>VG</td>
<td>Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</td>
</tr>
<tr>
<td>S</td>
<td>Satisfactory</td>
<td>Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</td>
</tr>
<tr>
<td>M</td>
<td>Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</td>
</tr>
<tr>
<td>U</td>
<td>Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</td>
</tr>
<tr>
<td>N</td>
<td>Not Applicable</td>
<td>No information or did not apply to your contract.</td>
</tr>
</tbody>
</table>
## PAST PERFORMANCE EVALUATION
**(TO BE COMPLETED BY CLIENT)**

### 1. QUALITY
- a) Quality of technical data/report preparation efforts
  - **Rating:** VG S M U N
- b) Ability to meet quality standards specified for technical performance
  - **Rating:** VG S M U N
- c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance
  - **Rating:** VG S M U N
- d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)
  - **Rating:** VG S M U N

### 2. SCHEDULE/TIMELINESS OF PERFORMANCE:
- a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*
  - **Rating:** VG S M U N
- b) Rate the contractor's use of available resources to accomplish tasks identified in the contract
  - **Rating:** VG S M U N

### 3. CUSTOMER SATISFACTION
- a) To what extent were the end users satisfied with the project?
  - **Rating:** VG S M U N
- b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)
  - **Rating:** VG S M U N
- c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?
  - **Rating:** VG S M U N
- d) Overall customer satisfaction
  - **Rating:** VG S M U N

### 4. MANAGEMENT/PERSONNEL/LABOR
- a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?
  - **Rating:** VG S M U N
- b) Ability to hire, apply, and retain a qualified workforce through this effort
  - **Rating:** VG S M U N
- c) Government Property Control
  - **Rating:** VG S M U N
- d) Knowledge/expertise demonstrated by contractor personnel
  - **Rating:** VG S M U N
- e) Utilization of Small Business
  - **Rating:** VG S M U N
- f) Ability to simultaneously manage multiple projects with multiple disciplines
  - **Rating:** VG S M U N
- g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed
  - **Rating:** VG S M U N
- h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)
  - **Rating:** VG S M U N
### 5. COST/FINANCIAL MANAGEMENT

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<tr>
<td>a) Ability to meet the terms and conditions within the contractually agreed price(s)?</td>
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</tr>
<tr>
<td>b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client</td>
<td>VG S M U N</td>
</tr>
<tr>
<td>c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)</td>
<td>VG S M U N</td>
</tr>
<tr>
<td>d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.</td>
<td>No</td>
</tr>
<tr>
<td>e) If this is/was a Government contract, has/has this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.</td>
<td>Yes</td>
</tr>
<tr>
<td>f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### 6. SAFETY/SECURITY

<table>
<thead>
<tr>
<th>Question</th>
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<tbody>
<tr>
<td>a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)</td>
<td>VG S M U N</td>
</tr>
<tr>
<td>b) Contractor complied with all security requirements for the project and personnel security requirements.</td>
<td>VG S M U N</td>
</tr>
</tbody>
</table>

### 7. GENERAL

<table>
<thead>
<tr>
<th>Question</th>
<th>Rating</th>
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<tbody>
<tr>
<td>a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)</td>
<td>VG S M U N</td>
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<tr>
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</tr>
<tr>
<td>c) Would you hire or work with this firm again? (If no, please explain below)</td>
<td>No</td>
</tr>
<tr>
<td>d) In summary, provide an overall rating for the work performed by this contractor.</td>
<td>VG S M U N</td>
</tr>
</tbody>
</table>

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (Please attach additional pages if necessary)

Client Signature: [Signature]  
Date: 5/14/2019
# PAST PERFORMANCE QUESTIONNAIRE

**CONTRACT INFORMATION (To be completed by Contractor)**

1. **Contractor Information:**
   - Firm Name: Sunland Asphalt & Construction, Inc.  
   - Email: risner@sunlandasphalt.com  
   - Address: 775 W. Elwood St. Phoenix, AZ 85041  
   - Contact Name: Rick Risner  
   - Phone Number: 602-288-5028  
   - Contact Phone: 602-705-1041  

2. **Work Performed as:**  
   - X Prime Contractor  
   - Sub Contractor  
   - Joint Venture  
   - Other (Explain):  

3. **Contract Information:**
   - Contract Number: ADOT16-131761  
   - Contract Type:  
     - X Firm Fixed Price  
     - Cost Reimbursement  
     - Other: JOC  
   - Contract Title: ADOT Milling & Asphalt Replacement Services Contract  
   - Contract Location: Central District, NW District, NE District, North Central District, SW District  

   - Award Date (mm/dd/yy): 4/21/2016  
   - Contract Completion Date: 10/21/2019  
   - Actual Completion Date: Ongoing  
   - Explain Differences:  
   - Original Contract Price (Award Amount): Annual (maintenance funds)  
   - Final Contract Price (to include all modifications, if applicable): $5,000,000.00 per year +/-  
   - Explain Differences: Award on 4/21/2016 with option for 3 years. ADOT will re-bid soon to offer additional services for specific maintenance needs  

4. **Project Description:**
   - Complexity of Work:  
     - X Med  
     - Routine  
   - How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project involves similar scope of work, equipment, crews and conditions as compared to the Buckeye JOC contract.  

**CLIENT INFORMATION (To be completed by Client)**

5. **Client Information:**
   - Name: [Redacted]  
   - Phone Number: [Redacted]  
   - Title: Contract Supervisor  
   - Email Address: [Redacted]  

6. **Describe the client's role in the project:**  

   - Client Signature: [Signature]  
   - Date: 5/14/19  

---

City of Buckeye JOC for Street Maintenance | Category 1 | Contract Number: 2019005
## B: Past Performance Questionnaire

**Adjective Ratings and Definitions to Be Used to Best Reflect Your Evaluation of the Contractor's Performance**

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<td>An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</td>
</tr>
<tr>
<td>(VG) Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Government/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</td>
<td>A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.</td>
</tr>
<tr>
<td>(S) Satisfactory</td>
<td>Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</td>
<td>A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</td>
</tr>
<tr>
<td>(M) Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.</td>
<td>A Marginal rating is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.</td>
</tr>
<tr>
<td>(U) Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor’s corrective actions appear or were ineffective.</td>
<td>An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.</td>
</tr>
<tr>
<td>(N) Not Applicable</td>
<td>No information or did not apply to your contract</td>
<td>Rating will be neither positive nor negative.</td>
</tr>
</tbody>
</table>
# PAST PERFORMANCE EVALUATION

(To be completed by Client)

## 1. QUALITY

| a) Quality of technical data/report preparation efforts | E | VG | S | M | U | N |
| b) Ability to meet quality standards specified for technical performance | E | VG | S | M | U | N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E | VG | S | M | U | N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E | VG | S | M | U | N |

## 2. SCHEDULE/TIMELINESS OF PERFORMANCE:

| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below) | E | VG | S | M | U | N |
| b) Rate the contractor's use of available resources to accomplish tasks identified in the contract | E | VG | S | M | U | N |

## 3. CUSTOMER SATISFACTION

| a) To what extent were the end users satisfied with the project? | E | VG | S | M | U | N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E | VG | S | M | U | N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E | VG | S | M | U | N |
| d) Overall customer satisfaction | E | VG | S | M | U | N |

## 4. MANAGEMENT/PERSONNEL/LABOR

| a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force? | E | VG | S | M | U | N |
| b) Ability to hire, apply, and retain a qualified workforce through this effort | E | VG | S | M | U | N |
| c) Government Property Control | E | VG | S | M | U | N |
| d) Knowledge/expertise demonstrated by contractor personnel | E | VG | S | M | U | N |
| e) Utilization of Small Business | E | VG | S | M | U | N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E | VG | S | M | U | N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed | E | VG | S | M | U | N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the program) | E | VG | S | M | U | N |
### 5. COST/FINANCIAL MANAGEMENT

| a) Ability to meet the terms and conditions within the contractually agreed price(s)? | E | VG | S | M | U | N |
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E | VG | S | M | U | N |
| c) If this is/was a Government cost type contract, please rate the Contractor’s timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E | VG | S | M | U | N |
| d) Is the Contractor’s accounting system adequate for management and tracking of costs? If no, please explain in Remarks section. | Yes | No |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below. | Yes | No |
| f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below. | Yes |

### 6. SAFETY/SECURITY

| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E | VG | S | M | U | N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E | VG | S | M | U | N |

### 7. GENERAL

| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues) | E | VG | S | M | U | N |
| b) Compliance with contractual terms/provisions (explain if specific issues) | E | VG | S | M | U | N |
| c) Would you hire or work with this firm again? (If no, please explain below) | Yes | No |
| d) In summary, provide an overall rating for the work performed by this contractor. | E | VG | S | M | U | N |

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (Please attach additional pages if necessary)

Client Signature: [Signature]
Date: 5/14/19
B: PAST PERFORMANCE QUESTIONNAIRE

CITY OF TEMPE JOC FOR PAVING AND RESURFACING OF STREETS AND FACILITIES (CONTRACT #C2015-30)

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:
   Firm Name: Sunland Asphalt & Construction, Inc.  Email: rrisner@sunlandasphalt.com
   Address: 775 W. Elwood St. Phoenix, AZ 85041  Contact Name: Rick Risner
   Phone Number: 602-288-5028  Contact Phone: 602-705-1041

2. Work Performed as:  X  Prime Contractor  □  Sub Contractor  □  Joint Venture  □  Other (Explain):

3. Contract Information:
   Contract Number: 2015-30
   Contract Type:  □  Firm Fixed Price  □  Cost Reimbursement  X  Other: JOC
   Contract Title: City of Tempe Paving and Resurfacing of Streets and Facilities JOC
   Contract Location: Tempe, AZ
   Award Date (mm/dd/yy): 5/12/2015
   Contract Completion Date: 5/12/2018 with option to extend for an additional 2 years
   Actual Completion Date: Ongoing – with 5th and final option extended, actual completion will be 5/12/2020
   Explain Differences:
   Original Contract Price (Award Amount): $6,000,000.00
   Final Contract Price (to include all modifications, if applicable): $10,000,000.00
   Explain Differences: Initial 3 YR up to $6M and then option for 2 year extension for $4M

4. Project Description:
   Complexity of Work: □  High  X  Med  □  Routine
   How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project involves similar scope of work, equipment, crews and conditions as compared to the Buckeye JOC contract.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:
   Name: Ed Bond  Phone Number: 480.350.8565
   Title: Sr Civil Engineer  Email Address: edward-bond@tempe.gov

6. Describe the client's role in the project:
   Project Manager/Owner who is responsible for maintenance of infrastructure.

Client Signature:  Date: 5/15/2019
### Adjective Ratings and Definitions to Be Used to Best Reflect Your Evaluation of the Contractor's Performance

<table>
<thead>
<tr>
<th>RATING</th>
<th>DEFINITION</th>
<th>NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E)</td>
<td>Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</td>
</tr>
<tr>
<td>(VG)</td>
<td>Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.</td>
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<td>(S)</td>
<td>Satisfactory</td>
<td>Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that the contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</td>
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### PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

#### 1. QUALITY
a) Quality of technical data/report preparation efforts
   - E V G S M U N
b) Ability to meet quality standards specified for technical performance
   - E V G S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance
   - E V G S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)
   - E V G S M U N

#### 2. SCHEDULE/TIMELINESS OF PERFORMANCE:
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*
   - E V G S M U N
b) Rate the contractor’s use of available resources to accomplish tasks identified in the contract
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#### 3. CUSTOMER SATISFACTION
a) To what extent were the end users satisfied with the project?
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b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)
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c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?
   - E V G S M U N
d) Overall customer satisfaction
   - E V G S M U N

#### 4. MANAGEMENT/PERSONNEL/LABOR
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?
   - E V G S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort
   - E V G S M U N
c) Government Property Control
   - E V G S M U N
d) Knowledge/expertise demonstrated by contractor personnel
   - E V G S M U N
e) Utilization of Small Business
   - E V G S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines
   - E V G S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed
   - E V G S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)
   - E V G S M U N
### 5. COST/FINANCIAL MANAGEMENT

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<td></td>
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<tr>
<td>d) Is the Contractor's accounting system adequate for management and tracking of costs? <strong>If no, please explain in Remarks section.</strong></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
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<td>e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <strong>Indicate if show cause or cure notices were issued, or any default action in comment section below.</strong></td>
<td>Yes</td>
<td>No</td>
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<td>f) Have there been any indications that the contractor had any financial problems? <strong>If yes, please explain below.</strong></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
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### 6. SAFETY/SECURITY

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<td>a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)</td>
<td></td>
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<td>b) Contractor complied with all security requirements for the project and personnel security requirements.</td>
<td></td>
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### 7. GENERAL

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<th>M</th>
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<td>a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)</td>
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<tr>
<td>b) Compliance with contractual terms/ provisions <strong>(explain if specific issues)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>c) Would you hire or work with this firm again? <strong>(if no, please explain below)</strong></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) In summary, provide an overall rating for the work performed by this contractor.</td>
<td></td>
<td></td>
<td></td>
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Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

**Client Signature:**

**Date:** 5/15/2019
C. EXPERIENCE OF KEY PERSONNEL
C. EXPERIENCE OF KEY PERSONNEL

RICK RISNER · JOC ACCOUNT MANAGER

Rick Risner has been involved in project startup, coordination, and management of various heavy highway projects statewide. Rick has project experience with the Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), and the Cities of Apache Junction, Town of Gilbert, Phoenix, Tempe, and Yavapai county.

As the JOC Account Manager, Rick will ensure the project team produces the highest quality project, delivered on time and on budget for all construction projects.

RELEVANT PROJECT EXPERIENCE

City of Phoenix Street Transportation Department Pavement Restoration Services JOC (Contract #145427)
This JOC contract consists of arterial, major collector, minor collector, and residential pavement overlay. Other services include crack seal, slurry seal, microseal, TRMSS, PMM, FAST, scrub sealing, and fog sealing. Additional items in this contract include full width milling, edge milling, tack coat, blotter material, utility lowering and adjustments, construction management, project notifications / hotline, traffic control, and off-duty police officers.

City of Phoenix Street Transportation Department Right-of-Way General Construction JOC (Contract #145603)
This JOC contract consists of asphalt paving work, concrete paving work, removal and replacement of miscellaneous concrete and asphalt items, concrete structure installation, storm drain installation, utility adjustments and modifications, waterline installation, sanitary and storm sewer installation including service taps, street and signal lighting, construction management, project notifications / hotline, traffic control, and off-duty officers.

MCDOT JOC for Roadway Construction, Stabilization and Paving Services (Contract #2017-001 to 2017-003)
This JOC contract consists of soil stabilization for roadway subgrade and shoulders, subgrade preparation and aggregate base course work, construction of new asphalt concrete pavement or other designated surfacing material, installation of pavement markings and signage, utility adjustments and relocations, landscape and irrigation restoration, relocating and rebuilding of fences of various materials, concrete removal and replacement, native plant removal and relocation, pipe removal and installation, project notifications / hotline, traffic control, and off-duty officers.

ADOT Milling & Asphalt Replacement Services Contract (Contract #ADOT16-131761)
This JOC contract consists of milling and asphalt replacement services for five different districts around the State of Arizona for the Arizona Department of Transportation. The project scopes include milling to various depths, sweeping, hauling millings, hauling asphalt, tack coat, paving ADOT 409 asphalt and paving ADOT 407 ACFC asphalt.

City of Tempe JOC for Paving and Resurfacing of Streets and Facilities (Contract #C2015-30)
Sunland completes paving and resurfacing of streets and facilities within the City of Tempe for this contract. Amongst the contract work included is removals, milling, earthwork, crack seal, chip seal, aggregate base, asphalt paving, concrete curb and gutter, concrete ADA ramps, various concrete flatwork, utility adjustments, striping, signage, electrical, landscaping and traffic control.
NATE GORROCINO · JOC ESTIMATOR

Nate is well versed in Job Order Contracting and has been involved in all of Sunland's past and current JOCs. He has held various positions in the construction industry, including: Estimator, Project Engineer, Project Manager, and Estimating Manager. Nate understands the pricing component of JOC work. He is well versed in a number of different standard cost estimating methods including the R.S. Means Cost Estimating database, as well as negotiated unit pricing, cost plus, time and materials, and lump sum. Nate realizes that different customers choose different pricing mechanisms and he is able to adapt the customers needs. As JOC Estimator, Nate will lead the estimating effort and be directly engaged in all project cost estimating. He will develop budgets, estimates, value engineering proposals and system analysis for the project throughout the preconstruction phase as well as support the team during the construction phase. He excels in the JOC arena and is a perfect fit for the City of Buckeye JOC projects.

Nate will be readily available for all City of Buckeye JOC projects. He currently fills the Estimating Manager role for two of Sunland’s Job Order Contracts and has learned to effectively manage his time to ensure each JOC owner’s needs and expectations are fully met.

RELEVANT PROJECT EXPERIENCE

City of Phoenix Street Transportation Department Pavement Restoration Services JOC (Contract #145427)
This JOC contract consists of arterial, major collector, minor collector, and residential pavement overlay. Other services include crack seal, slurry seal, microseal, TRMSS, PMM, FAST, scrub sealing, and fog sealing. Additional items in this contract include full width milling, edge milling, tack coat, blotter material, utility lowering and adjustments, construction management, project notifications / hotline, traffic control, and off-duty police officers.

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City of Tempe JOC for Paving and Resurfacing of Streets and Facilities (Contract #C2015-30)
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C. EXPERIENCE OF KEY PERSONNEL

SCOTT LOVINS • PROJECT MANAGER

Scott Lovins is a Project Manager with Sunland’s Phoenix Maintenance Division. With over 15 years of experience in the construction industry, Scott has held positions from Estimator to Sales to Project Manager. He has supervised all aspects of road construction and is known for his quality assurance, leadership and superior customer service. Scott has produced quality projects for a variety of public and private clients across the state of Arizona.

As Project Manager, Scott will be responsible for the successful execution of the project. He will be the technical source of direction for scheduling of materials and labor, and is responsible for project safety, code of conduct, and field personnel performance.

INDUSTRY TENURE
15 years

SUNLAND TENURE
8 years

EDUCATION
Arizona State University, Construction Management

LICENSED/COMMUNITY/FEDERAL AFFILIATIONS
- OSHA 30 Hour Certified
- CPR & First Aid Certified
- Maricopa County Certified Dust Control Coordinator
- Rule 310-Comprehensive

RELEVANT PROJECT EXPERIENCE

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JASON KEENAN · PROJECT MANAGER

Jason Keenan has over 18 years of experience in the construction industry. He has managed start up, weekly owners meetings, project schedule, RFI’s, submittals, close out processes for customers including the Arizona Department of Transportation (ADOT), Maricopa County of Transportation (MCDOT), the Cities of El Mirage, Buckeye, Mesa, Chandler, Tempe, Town of Queen Creek.

As Project Manager, Jason will be responsible for the successful execution of the project. He will be the technical source of direction for scheduling of materials and labor, and is responsible for project safety, code of conduct, and field personnel performance.

RELEVANT PROJECT EXPERIENCE

City of Phoenix Street Transportation Department Pavement Restoration Services JOC (Contract #145427)
This JOC contract consists of arterial, major collector, minor collector, and residential pavement overlay. Other services include crack seal, slurry seal, microseal, TRMSS, PMM, FAST, scrub sealing, and fog sealing. Additional items in this contract include full width milling, edge milling, tack coat, blotter material, utility lowering and adjustments, construction management, project notifications / hotline, traffic control, and off-duty police officers.

City of Phoenix Street Transportation Department Right-of-Way General Construction JOC (Contract #145603)
This JOC contract consists of asphalt paving work, concrete paving work, removal and replacement of miscellaneous concrete and asphalt items, concrete structure installation, storm drain installation, utility adjustments and modifications, waterline installation, sanitary and storm sewer installation including service taps, street and signal lighting, construction management, project notifications / hotline, traffic control, and off-duty officers.

MCDOT JOC for Roadway Construction, Stabilization and Paving Services (Contract #2017-001 to 2017-003)
This JOC contract consists of soil stabilization for roadway subgrade and shoulders, subgrade preparation and aggregate base course work, construction of new asphalt concrete pavement or other designated surfacing material, installation of pavement markings and signage, utility adjustments and relocations, landscape and irrigation restoration, relocating and rebuilding of fences of various materials, concrete removal and replacement, native plant removal and relocation, pipe removal and installation, project notifications / hotline, traffic control, and off-duty officers.

ADOT Milling & Asphalt Replacement Services Contract (Contract #ADOT16-131761)
This JOC contract consists of milling and asphalt replacement services for five different districts around the State of Arizona for the Arizona Department of Transportation. The project scopes include milling to various depths, sweeping, hauling millings, hauling asphalt, tack coat, paving ADOT 409 asphalt and paving ADOT 407 ACFC asphalt.

City of Tempe JOC for Paving and Resurfacing of Streets and Facilities (Contract #C2015-30)
Sunland completes paving and resurfacing of streets and facilities within the City of Tempe for this contract. Amongst the contract work included is removals, milling, earthwork, crack seal, chip seal, aggregate base, asphalt paving, concrete curb and gutter, concrete ADA ramps, various concrete flatwork, utility adjustments, striping, signage, electrical, landscaping and traffic control.
C. EXPERIENCE OF KEY PERSONNEL

FRANCISCO ARMENDARIZ · PROJECT SUPERINTENDENT

Francisco Armendariz has over 18 years of experience in the construction industry and has worked on a multitude of projects across the state of Arizona. His customer list includes the Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), the Cities of Apache Junction, Gilbert, Phoenix, Tempe, Tucson, as well as the City of Casa Grande.

As Superintendent, Francisco will be responsible for supervising all field operations, including providing technical information to the project engineer and project manager, overseeing all craft and subcontractors, and making sure the project is executed within a timely manner. Francisco will also schedule work with the customer and also the crews on the jobsite. He offers quality control, assurance, equipment maintenance and safety advocacy on all projects.

RELEVANT PROJECT EXPERIENCE

**City of Phoenix Street Transportation Department Pavement Restoration Services JOC (Contract #145427)**
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Darrell has over 31 years of paving experience in Maricopa County. He is incredibly well versed in the technical aspects of construction and has earned hundreds of thousands of dollars in pavement quality incentives. Darrell demands his crew provide high quality work on every project no matter the size of the job. Darrell’s customer list includes the Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), the Cities of Apache Junction, Gilbert, Phoenix, Tempe, and Tucson.

As Superintendent, Darrell will be responsible for supervising all field operations, including providing technical information to the project engineer and project manager, overseeing all craft and subcontractors, and making sure the project is executed within a timely manner. Darrell will also maintain the project schedule, subcontractor meetings, and safety files.

Relevant Project Experience

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C. EXPERIENCE OF KEY PERSONNEL

MICHAEL THOMPSON - QUALITY CONTROL MANAGER

Mike Thompson has more than 12 years of construction experience and has been integrally involved in project management for a multitude of JOC projects. Mike has produced quality projects for the Arizona Department of Transportation (ADOT) state wide, Maricopa County Department of Transportation (MCDOT), and the Cities of Apache Junction, Phoenix, Tempe, Tucson, and Yavapai County.

As Quality Control Manager, Mike will be responsible for the successful execution of the project. He will be the technical source of direction for scheduling of materials and labor, and is responsible for project safety, code of conduct, and field personnel performance.

RELEVANT PROJECT EXPERIENCE

City of Phoenix Street Transportation Department Pavement Restoration Services JOC (Contract #145427)
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C. EXPERIENCE OF KEY PERSONNEL

RICK RISNER  
JOC Account Manager

MIKE THOMPSON  
Quality Control Manager

SCOTT LOVINS  
Project Manager

JASON KEENAN  
Project Manager

FRANCISCO ARMENDARIZ  
Project Superintendent

DARRELL COUCH  
Project Superintendent

NATE GORROCINO  
JOC Estimator
D. Method of Approach

D. METHOD OF APPROACH
D: METHOD OF APPROACH

1. Describe your firm’s overall commitment to responding to the City’s requests for services.

Sunland will commit its project team, staff and assets to the City of Buckeye for the Street Maintenance JOC. We will do whatever is necessary to respond to the City of Buckeye’s requests for services in a timely, professional manner. Sunland Asphalt employs nearly 550 employees and on average, self-performs over eighty percent of our work. Sunland has more than 200 tradesmen working and residing in the Phoenix area that will be utilized on this JOC. We have experienced personnel, crews and equipment necessary to complete the anticipated range of services, including but not limited to:

- Asphalt Milling
- PCCP Paving
- Asphalt Paving
- MAG Compliant Asphalt Breaks
- Engineer Approved Mixes
- Box Culverts
- ADA Ramps
- Road Reconditioning
- Slurry Seal
- Concrete Flatwork
- Bank Protection
- Landscaping
- Retaining Walls
- Turn Lanes
- Utility Work/Manholes
- Neighborhood Rehabilitation
- Curb and Gutter
- Drainage Structures
- Roadway Excavation & Grading
- Roadway Widening
- Guardrail Fabrication and Installation
- Striping and Signage
- Community Outreach
- Quality Control
- Traffic Control
- Chip Seal

These are the types of services we provide on a daily basis. We excel in these areas and are fully committed to providing the City of Buckeye with exceptional customer service and quality of work on this JOC.

2. Describe how your firm handles cost control (daily, monthly, and completion tracking/reporting); scheduling (initial and progress schedules); how are cost overruns identified and how are they mitigated?

Cost control is a critical component of Sunland’s Project Management process. The process starts in the field where Sunland relies on Superintendents and Foreman to accurately document and agree on quantities with the City's staff. The expectation is that these quantities are agreed upon daily so that if there are issues that lead to overruns, they can be addressed promptly and efficiently. Sunland holds internal project progress meetings weekly where progress quantities are reviewed. Pay Applications are completed on a monthly basis at a mutually agreed upon cutoff date unless the City requests otherwise.

Sunland is experienced with submitting monthly cash flow reports. We have submitted these reports both on JOCs and low-bid projects over the years. Sunland's vast understanding of JOC's and large scale projects allows us to accurately forecast monthly cash flow.

Sunland will work cooperatively with the City to develop a project schedule that is beneficial for all. Sunland will create a project schedule in Microsoft Project utilizing the Critical Path Method. The project schedule is integrated into the company’s master schedule and tracked daily. A detailed two-week look ahead is assembled and reviewed on a weekly basis to track job progress and ensure that project goals and milestones are being met. Project schedules can change on a daily basis requiring complete flexibility. Our team is equipped with the resources necessary to serve the City quickly and efficiently. Sunland strives to be proactive in our scheduling and communicate any foreseeable issues to all of our stakeholders.

Sunland has the experience and resources to handle scheduling multiple projects at once. Sunland understands JOC’s and the unique scheduling challenges they can present. With JOC’s, there may be times where work needs to be performed on short notice or a late change in the schedule may need to occur to accommodate the agency. Sunland views a JOC as a true partnership. Sunland is transparent and open about the progress of work. If for some reason work was behind schedule, we would communicate it to the City in a reasonable time frame along with a plan to get the project back on schedule. During construction, our Superintendent will be on-site to ensure the project is completed to technical specifications. We will review the project progress daily. If for any reason issues arise, Sunland will address them immediately.

“I’ve worked with the Sunland team on multiple projects. Their people, equipment, and processes are why my projects are so successful.”

Rick Evans
Project Manager
City of Phoenix
3. Describe your firm’s conflict communication plan; what is your proposed escalation ladder?

Sunland is incredibly proactive in conflict communication and implements an issue resolution process from the onset of each project. Sunland’s commitment to its CORE values carries over into our approach when dealing with conflicts. These core values include: Customer Focus, Ownership, Relationships, Ethics and Safety. It is our unwavering commitment to carrying out these values in each and every aspect of our projects that allows us to successfully resolve conflicts and issues. Sunland prides itself in utilizing meetings to partner with all involved parties to assess and effectively resolve the conflict or issue so as not to impact the project. Project staff will utilize Sunland procedures to manage and resolve the situation:

- Field Staff will notify the Project Manager and JOC Account Manager of the issue immediately.
- The Project Manager and/or JOC Account Manager will assess the issue and inform the client if they are not already aware of the issue.
- The project team, including the Owner, will take action to resolve the issue. If necessary, the issue will be escalated to Sunland’s Executive Team for resolution.
- After the issue is resolved, the respective parties will be notified to ensure that the resolution suits everyone involved.

4. Describe your firm’s project closeout and final documentation process.

Sunland understands the importance of closing out a project quickly and efficiently. If done incorrectly, project close-out can taint even the best managed projects. During Sunland’s close-out, we submit any required warranties, manuals, and red lines as needed. We close-out final payments promptly and make sure subcontractors and suppliers are paid promptly. We quickly demobilize and perform final project cleanup to the client’s satisfaction. In addition to the above, we develop a formal close-out package as the project is entering substantial completion and send to the Owner’s for their records. An electronic version of close-out documents are archived in Sunland’s database and are available to the owner if requested at any time. In addition, close-out documentation may include:

- Site walk through and sign-off paperwork
- Accounting: invoice, lien releases, waivers, consent of surety (if a bond is required)
- Warranty documents
- Material Tickets
- Bills of Lading
- Specifications
- Product Certifications
- Materials Testing
JOB ORDER MANAGEMENT

Describe your firm’s ability to timely and appropriately process necessary paperwork and issue cost estimates and schedules related to the City’s job order requests. Include in your response specific detail regarding the following:

1. Upon receipt of a job order request for proposal from the City, how many days does your firm require to process and complete all necessary paperwork and return a proposal to the City?

Sunland’s objective is to meet the expectations and urgency of any construction project. Sunland’s general procedure of processing and completing the necessary paperwork is based on the following:

- Upon receipt of a job order request from the City of Buckeye, we will immediately review any drawings and specifications specific to the request.

- After reviewing the documents, we will make a job site visit and determine any site specific needs such as safety concerns and risks, stakeholders who may be impacted, and the City of Buckeye’s ultimate project goals in terms of budget and timeline.

- After the up front due diligence phase is completed, Sunland will begin putting the proposal together.

- Our goal is to have the proposal put together and returned to the City of Buckeye within one week of the job order request being issued.

2. Upon acceptance of a proposal and issuance of a Notice to Proceed, how many days does your firm typically require to mobilize forces and start construction?

Sunland will mobilize forces and start construction within 15-30 days upon issuance of a Notice to Proceed (NTP). If the need arises to expedite our mobilization due to emergency situations or extenuating circumstances, we will mobilize as quickly as the City of Buckeye needs. In extraordinary cases, the mobilization may be immediate.

3. Describe your firm’s change request procedure and how change Orders are communicated with the City.

Sunland’s Project Management team follows internal criteria and reviews each change order on its own merits. We cross reference many factors prior to submission to the owner including but not limited to contractual agreement, specifications, itemized breakdowns of labor/materials/ markup to ensure the City of Buckeye is fairly represented. Sunland staff will utilize and follow Sunland procedures to manage change requests. The procedures are as follows:

- Field personnel will notify the Project Manager and the JOC Account Manager of the change request possibility. The JOC Account Manager will start the change request process by alerting the client to the issue at hand. We strive to have an equitable resolution in place within two business days so as to not impact the project schedule.

- The respective parties, including the JOC Account Manager, Project Manager, and client are all involved in the change request procedure. The client will be intimately involved in the change request.

- The respective parties will take action together for the change request. Sunland approaches the change request with an open book philosophy. The goal is to have everyone involved feel comfortable with the changes and the pricing.

- Upon acceptance of the changes and pricing by the client, Sunland will proceed with performing the change request work.
VALUE ANALYSIS/VALUE ENGINEERING/RISK MITIGATION

1. What capabilities does your firm have to provide additional Value Analysis/Value Engineering to Job Orders of limited design prior to construction? What is your willingness to provide these services as part of your job order quotation?

Sunland is willing and able to work closely with the City of Buckeye to examine alternate materials, systems, equipment for cost, quality, and availability purposes. We perform constructability reviews and offer value analysis and value engineering suggestions as applicable. We understand the importance of the City of Buckeye’s budget and will maximize that budget as best as possible.

We are more than willing to provide the City of Buckeye with the highest quality of alternate materials including recycled asphalt products and base courses when applicable. These cost saving materials meet or exceed all minimum requirements of native materials while providing the City with potential significant discounts.

Sunland believes in utilizing a partnership approach when reviewing a project. Through our extensive background of handling JOC contracts, Sunland will ensure the needs of the City of Buckeye are being met and exceeded throughout the project.

2. What capabilities do you have to identify and communicate various opportunities for risk mitigation with the City at the time of Job Order development? What risk Avoidance strategies have you commonly employed and shared with Owners to Reduce threats to the project’s success?

Sunland utilizes its vast experience in grading, paving, and asphalt maintenance to foresee as many potential risks as possible prior to them becoming an issue for the client. Every project starts with a comprehensive preconstruction program to ensure a successful project and a positive team experience. During this preconstruction phase, Sunland creates a comprehensive action item list detailing the possible project risks. We have found that through this preconstruction phase we can minimize and eliminate many of the typical job site risks. In the event there is an unforeseen condition that was not caught during preconstruction, Sunland will immediately communicate the risk to the City of Buckeye and work diligently to mitigate the risk. Depending on severity, we may cease operations if needed in order to survey the condition and provide the correct solution the first time. We understand the importance of keeping the project on budget and schedule and will do everything in our power to do so.
SUBCONTRACTOR SELECTION PLAN

Each Contractor’s subcontracting plan will be incorporated by reference into the Agreement. Each Contractor will be obligated to comply with its own plan. Note that a subcontractor selection plan is a requirement of A.R.S. § 34-604(C)(2)(e)(i) and, as such, must be submitted; failure to submit a subcontractor selection plan will result in rejection of the Statement of Qualifications.

Subcontractor Selection Plan Overview

Sunland selects project-specific subcontractors based on a combination of qualifications and price. The subcontractors on our team are well established in their areas of expertise and supported by Sunland’s brand, financial strength and shared ethics and values.

Sunland pre-qualifies subcontractors on an annual basis. Subcontractors are asked to provide their qualifications, experience, safety record, bonding/insurance coverage and references. Submissions are reviewed by Sunland’s Review and Constructability Team. All our subcontractors are scored based on a series of questions.

The highest rated firms based on qualifications will be contacted for pricing. When a specific work order arises, the highest rated firm with acceptable pricing will be used as long as the required schedule can be met. If the schedule cannot be met, the next highest rated subcontractor with acceptable pricing will be contracted.

Utilizing a subcontractor selection process based on both qualification and pricing ensures only the most qualified and experienced subcontractors will be performing work while still maintaining the competitive pricing Sunland is committed to providing to our customers.

Criteria & Scoring Methodology to Rate Subcontractors

Listed below is Sunland’s criteria and rating system for subcontractor selection:

Experience and Qualifications – 20 Points
Because our subcontractors are an extension of Sunland, we ensure they have the relevant experience to complete the projects efficiently, safely, on-schedule and on-budget. Each year, subcontractors are required to provide proof of their experience and qualifications, including a company overview, relevant recently completed projects, and key personnel resumes. We take into account their experience both with Sunland and other contractors.

Sunland evaluates their knowledge of current and future market conditions, as well as experience in the regions where we work. Sunland also requires subcontractors to submit a detailed list of references along with their contact information.

Resources - 20 Points
Sunland evaluates the resources of the subcontractor and whether or not they are able to provide the materials, manpower, management and equipment needed to deliver the project on-time and on-budget. We require our subcontractors to provide a complete backlog and schedule for all on-going and future projects. This allows Sunland to ensure that they have the capacity to perform with the Sunland team.

Sunland requires subcontractors to provide proof of bonding and insurance for annual pre-qualification and at the beginning of each project. Sunland will vet their bonding and specific insurance requirements for each Job Order. If they cannot provide, they will not be pre-qualified to work with Sunland.

Safety - 30 Points
At Sunland, safety is the foundation on which our company is built. It is one of our core values and is ingrained in every employee, at every jobsite, every day. When evaluating potential subcontractors, Sunland evaluates a subcontractors commitment to safety by looking at the following:

- Whether or not they employ a qualified health and safety manager. Sunland reviews their key safety personnel’s qualifications, including certifications, licensing, and training in CPR, First Aid, and OSHA.

- Maintains a formal, written health and safety program.

- An Experience Modification Rate (EMR) less than or equal to 1.0.

Compliance with our safety policies and procedures is a condition of employment and a requirement of all subcontractors. Sunland understands that all subcontractors may not meet each of the requirements above. Sunland offers education, training and mentoring opportunities to interested subcontractors.
SUBCONTRACTOR SELECTION PLAN - CONTINUED

Job Order Contract Understanding – 20 Points
All subcontractors must have a complete understanding of the project specifics. Their management must have the processes in place to communicate to all employees the specifics for each Job Order. Each subcontractor must also have a complete understanding of the JOC process.

Organizational Structure – 10 Points
All subcontractors must demonstrate that they have the organizational structure to support their business. All subcontractors are required to submit an organizational chart for each project.

Subcontractor Performed Services
- Pavement recycling
- Roller compacted concrete
- Striping
- Signage
- Electrical work
- Utility adjustments
- Traffic control
- Off-duty

Subcontractor Ratings
The highest rated firms based on qualifications will be contacted for pricing. When a specific job order arises, the highest rated firm with acceptable pricing will be used as long as the required schedule can be met. If the schedule cannot be met, the next highest rated subcontractor with acceptable pricing will be contracted.

At Sunland, we do a full evaluation of each subcontractor before, during and after the bidding process. Everything has a price attached to it. For example, utilizing a subcontractor with a history of not completing their work on time will increase the risk for all stakeholders. Many times we do not use the lowest priced subcontractor even in the design – bid – build projects. In summary, there are many factors that go into who we choose that each scenario is different. That is why we analyze each bid and weigh them based on their qualifications and price.
SAFETY

1. Identify your Firm’s Safety Manager

Sunland’s Safety Manager is Joseph Zaleski and he has been in the construction safety industry for over 15 years.

2. List all major Certifications and Training obtained by the Safety Manager

- Construction Health and Safety Technician (CHST)
- Construction Risk Insurance Specialist (CRIS)
- Red Cross Instructor Certified CPR/FA/AED
- OSHA 500 Trainer

3. Describe Safety Training protocol provided to Field Staff at a Project site.

Each employee attends a safety orientation on the date of hire. Prior to the start of work each day, a Pre-Task Plan is completed for that scope of work and reviewed by each employee to ensure that each person is properly prepared to perform that scope of work safely. This includes proper tools, Personal Protective Equipment (PPE), secure work zone and proper equipment. Each employee will also join the site Foreman each week for a tailgate meeting; this meeting will cover the weekly topic for the company and include a site specific section that can be added to for discussion of specific jobsite topics.

4. Provide your Firms most current Experience Modification Rate (EMR)

Sunland’s most current quantitative EMR is 0.68.
CITY OF BUCKEYE · RFQ #2019005

STREET MAINTENANCE JOB ORDER CONTRACT
CATEGORY 2: SEALING APPLICATION PROJECTS

SUBMITTED BY: SUNLAND ASPHALT & CONSTRUCTION, INC.
MAY 16, 2019 · 11:00 A.M.
May 16, 2019

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326
Attn: Tammy Vogel

Re: Proposal for the Job Order Contract for Street Maintenance (Category 2), RFQ No: 2019005

Dear Members of the Selection Committee:

Sunland Asphalt & Construction, Inc. (Sunland) is pleased to submit our statement of qualifications for the Job Order Contract (JOC) for Street Maintenance (Category 2) for the City of Buckeye.

As you will see in our submittal, Sunland has the JOC experience and highly qualified personnel to undertake the City's contract. Sunland excels in the following key JOC areas:

- **JOC Project Delivery is Our Specialty:** Sunland has completed more than 550 JOC projects totaling approximately $80 million in the last five years. Nearly 40% of all of our work is executed in this delivery method. The JOC format also gives us the ability to provide the high level customer service our company is built on.

- **Experienced Team:** We have proposed our most experienced team who have all worked together on multiple projects of similar scope to Category 2 of the Street Maintenance JOC. This provides the City of Buckeye with a solid team that understands the JOC process, the necessity of partnering, and the importance of being responsive and accountable in all phases of the construction process.

- **Provide the Project for the Best Value:** The City of Buckeye benefits from Sunland's subcontractor and supplier relationships. We are a number one customer in terms of volume for our subcontractors and suppliers, passing that cost benefit on to you. But just as importantly, we foster outstanding relationships with subcontractors and suppliers to understand new products, innovative approaches, and continuous improvement.

- **Safety for Project Stakeholders:** Sunland has worked diligently on its company safety program. Today, our EMOD is at 0.68 and is trending downward. This exemplifies our dedication to sustaining a safe work site and commitment to ensuring our employees and project stakeholders return home safely every day.

We look forward to continuing our already strong working relationship with the City of Buckeye and have the proven experience to execute this contract. I will serve as Sunland’s Vice President for this contract and can be reached at 602.513.0420 or by e-mail at mjohnson@sunlandasphalt.com.

We welcome the opportunity to discuss our qualifications and answer any questions you may have. Thank you for your consideration.

Sincerely,

Matt Johnson
Vice President
Sunland Asphalt & Construction, Inc.
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FINANCIAL DOCUMENTS

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To Whom It May Concern:

RE: Sunland Asphalt & Construction, Inc.
   (f/k/a Sunland, Inc. - Asphalt & Sealcoating)

In January 2012 Minard-Ames Insurance Services arranged a surety program for Sunland with Liberty Mutual Insurance Company. They are a Treasury Listed, “A” Best rated surety company and have been able to meet the surety needs of Sunland. Liberty stands ready to favorably consider Sunland’s request to issue bid, performance and payment bonds for single contracts up to $50,000,000 and a program up to $175,000,000.

Sunland comes very highly recommended by this office and we are pleased to share with you our most favorable experience and regard for our client. In our opinion, Sunland is most capably staffed, properly financed and possess very capable and successful management. We fully believe that they would not entertain a commitment they could not fulfill.

Bonds issued are always based on a satisfactory review of all contract documents, bond forms, verification of financing and other current relevant underwriting information. Any arrangement for final bonds is a matter between Sunland and the surety and we assume no liability to third parties if for any reason we do not execute said bonds.

Should you have any questions, please feel free to contact our office. Thank you.

Sincerely,

Lori L. Dawson-Brown
Underwriting Executive
## INSURANCE CERTIFICATE

### CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM DO YYYYY):** 03/29/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Farmer Woods Group  
919 North 1st Street  
Phoenix  
AZ  
85004

**CONTACT NAME:** Cindy Herrera  
PHONE (A/C No. Ext): (602)264-0566  
FAX (A/C No.): (602)277-4706  
E-MAIL: cindy-herrera@leavitt.com

**INSURED**

Sunland Asphalt & Construction Inc  
1625 E Northern Ave  
Phoenix  
AZ  
85004

**INSURER**

**INSURER A:** National Union Fire Ins Co PA  
NAIC: 19445

**INSURER B:** National Union Fire Insurance  
NAIC: 19445

**INSURER C:** Travelers Property Casualty Company of America  
NAIC: 25674

**INSURER D:**

**INSURER E:**

**INSURER F:**

### COVERAGES

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<tr>
<th>INSURER</th>
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<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM DD YYYY)</th>
<th>POLICY EXP (MM DD YYYY)</th>
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<td>DAMAGE TO TENDED PREMISES (Ea occurrence) 500,000</td>
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### DESCRIPTION OF OPERATIONS

LOCATIONS  VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

For Information Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

[Signature]

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<thead>
<tr>
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<th>CONTRACT AMOUNT</th>
<th>% COMPLETED</th>
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## CURRENT PROJECT LIST

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<tr>
<td>19124</td>
<td>Apollo High School PH001643</td>
<td>490,614.86</td>
<td>54.80%</td>
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<td>19134</td>
<td>Electric Supply, Inc. PH001785</td>
<td>97,670.00</td>
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<td>19171</td>
<td>Transact Commercial Interiors:26-010119</td>
<td>24,500.00</td>
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<td>19177</td>
<td>Desert Sky Festival PH001528</td>
<td>56,285.00</td>
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<td>19180</td>
<td>LabCorp PH001645</td>
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<tr>
<td>19191</td>
<td>412 W Orion PH001646</td>
<td>44,116.10</td>
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<tr>
<td>19195</td>
<td>Donley Service Center (REV 2) PH001883</td>
<td>88,937.07</td>
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<tr>
<td>19204</td>
<td>Brighton Place PH001530</td>
<td>17,819.87</td>
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<tr>
<td>19223</td>
<td>Phoenix Zoo (REV 1) PH001926</td>
<td>94,521.66</td>
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<tr>
<td>19228</td>
<td>Clearwater Hills Improvement Association Canyon Crt PH001697</td>
<td>26,078.87</td>
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<tr>
<td>19229</td>
<td>Earnhardt Dodge PH001614</td>
<td>15,447.50</td>
<td>1.51%</td>
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<td>19234</td>
<td>Digital Realty Trust LP:18-010119</td>
<td>83,217.00</td>
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<td>19241</td>
<td>17500 N. Black Canyon Hwy (REV 2) PH001893</td>
<td>27,759.44</td>
<td>9.06%</td>
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<td>19254</td>
<td>1039 E Spence Lot PH001954</td>
<td>16,776.00</td>
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<tr>
<td>19269</td>
<td>Jonathan Robins Bakery (REV 2) PH002050</td>
<td>56,580.57</td>
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<tr>
<td>19273</td>
<td>Elite Roofing Supply Rev 3 PH002034</td>
<td>238,958.00</td>
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<td>19303</td>
<td>Arizona State Research Park:74-010219</td>
<td>189,706.00</td>
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<td>19314</td>
<td>20206 N 27th Ave - 02-13-2019 PH002154</td>
<td>11,976.00</td>
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<td>19318</td>
<td>Epcor Water - Sun City PH001897</td>
<td>2,292.00</td>
<td>0.00%</td>
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<td>19330</td>
<td>Legacy Traditional Schools PH002261</td>
<td>2,300.00</td>
<td>0.00%</td>
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<td>19332</td>
<td>206 W Gibson Ln - 02-12-2019 PH002195</td>
<td>5,502.00</td>
<td>0.00%</td>
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<tr>
<td>19334</td>
<td>625 E Watkins Building PH002235</td>
<td>1,750.00</td>
<td>0.00%</td>
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<td>20066</td>
<td>PebbleCreek 2019 Repairs TU000624</td>
<td>96,253.73</td>
<td>32.99%</td>
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<td>80986</td>
<td>Wal-Mart Mesa AZ 1646 Capital 3-5-18 34724117:10-070518</td>
<td>1,032,318.33</td>
<td>102.37%</td>
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<tr>
<td>81039</td>
<td>CITY OF TEMPE TRAFFIC CIRCLE (FREEMONT &amp; CALLE LOS CERROS)</td>
<td>19,413.80</td>
<td>100.00%</td>
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<td>81080</td>
<td>Rancho Cabrillo Parcel D:26-010818</td>
<td>672,454.12</td>
<td>102.13%</td>
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<tr>
<td>81114</td>
<td>Bellaza PH000325</td>
<td>549,120.77</td>
<td>0.00%</td>
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<tr>
<td>81180</td>
<td>Sierra Bloom - Phase 1 Infrastructure PH001409</td>
<td>1,625,354.00</td>
<td>9.37%</td>
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<tr>
<td>81194</td>
<td>Tuscano Parcel A Private Drives PH001320</td>
<td>321,362.93</td>
<td>71.58%</td>
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<td>Division:</td>
<td>Phoenix</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14761</td>
<td>City of Phoenix-JOA 82:79-040317</td>
<td>481,463.57</td>
<td>98.93%</td>
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<tr>
<td>80461</td>
<td>MCDOT TT526 APPLEBY RD</td>
<td>325,000.00</td>
<td>96.40%</td>
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<tr>
<td>80556</td>
<td>ADOT H867801C SR73 CARIZZO-WHITERIVER</td>
<td>7,240,317.55</td>
<td>100.00%</td>
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<tr>
<td>80810</td>
<td>CITY OF PHOENIX JOC 2018 - JOA 1</td>
<td>1,518,299.13</td>
<td>91.89%</td>
</tr>
</tbody>
</table>
## CURRENT PROJECT LIST

<table>
<thead>
<tr>
<th>CONTRACT</th>
<th>DESCRIPTION</th>
<th>CONTRACT AMOUNT</th>
<th>% COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>80813.</td>
<td>CITY OF PHOENIX JOC 2018 - JOA 2</td>
<td>857,773.32</td>
<td>44.18%</td>
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<tr>
<td>80825.</td>
<td>GILBERT ROAD LIGHT RAIL (GRE)</td>
<td>2,366,055.75</td>
<td>81.72%</td>
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<tr>
<td>80879.</td>
<td>WMAT FAIR 46 &amp; CONSOLIDATED 32 ROAD RECON</td>
<td>3,801,735.10</td>
<td>99.93%</td>
</tr>
<tr>
<td>80883.</td>
<td>MCDOT TT566 - FY2018 LOCAL AND COLLECTOR ROADS REHAB</td>
<td>3,744,732.41</td>
<td>97.55%</td>
</tr>
<tr>
<td>80915.</td>
<td>HUNT HIGHWAY (PHASE 4) (SUB TO CIVIL)</td>
<td>395,000.00</td>
<td>84.47%</td>
</tr>
<tr>
<td>80949.</td>
<td>City of Maricopa FY 18:79-030418</td>
<td>674,655.86</td>
<td>98.65%</td>
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<tr>
<td>80976.</td>
<td>SAGUARO BLOOM LAMBERT LANE &amp; AIRLINE ROAD</td>
<td>1,482,000.00</td>
<td>99.15%</td>
</tr>
<tr>
<td>80977.</td>
<td>TEMPE STREET PRESERVATION - NEIGHBORHOOD (US60-BASELINE;PRICE</td>
<td>3,025,000.00</td>
<td>98.47%</td>
</tr>
<tr>
<td>80999.</td>
<td>CITY OF COTTONWOOD FY18 MAINTENANCE</td>
<td>262,784.91</td>
<td>98.09%</td>
</tr>
<tr>
<td>81002.</td>
<td>PIMA COUNTY RLRRP #2</td>
<td>3,088,673.88</td>
<td>99.18%</td>
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<tr>
<td>81003.</td>
<td>Town of Gilbert- FY 18 Chip Seal- 3-5-18:79-030518</td>
<td>600,000.00</td>
<td>98.31%</td>
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<tr>
<td>81008.</td>
<td>CITY OF MESA FY18/19 PMM</td>
<td>1,220,883.18</td>
<td>83.52%</td>
</tr>
<tr>
<td>81028.</td>
<td>TEMPE STREET PRESERVATION WARNER ROAD (DATELAND TO RURAL</td>
<td>573,354.09</td>
<td>99.29%</td>
</tr>
<tr>
<td>81066.</td>
<td>TEMPE STREET PRESERVATION 48TH STREET (SOUTHERN TO BROADWAY)</td>
<td>1,076,095.04</td>
<td>98.39%</td>
</tr>
<tr>
<td>81085.</td>
<td>561 CITY OF EL MIRAGE FY18-19 MAINTENANCE</td>
<td>214,125.74</td>
<td>98.17%</td>
</tr>
<tr>
<td>81089.</td>
<td>CITY OF EL MIRAGE - A STREET (FULL DEPTH RECONSTRUCTION)</td>
<td>372,535.78</td>
<td>98.65%</td>
</tr>
<tr>
<td>81091.</td>
<td>CITY OF APACHE JUNCTION - TOMAHAWK RD SPOT REPAIR</td>
<td>74,473.12</td>
<td>98.33%</td>
</tr>
<tr>
<td>81098.</td>
<td>City of Avondale FY18-19 Pavement Preservation</td>
<td>880,970.12</td>
<td>96.41%</td>
</tr>
<tr>
<td>81099.</td>
<td>CITY OF PRESCOTT - FY2019 PAVEMENT REHABILITATION</td>
<td>1,640,000.00</td>
<td>95.90%</td>
</tr>
<tr>
<td>81107.</td>
<td>Gila County Roosevelt Lake Maintenance (REV1)</td>
<td>361,768.37</td>
<td>98.51%</td>
</tr>
<tr>
<td>81111.</td>
<td>MCDOT TT0515 TONTO HILLS HARRIS PROPERTY EROSION MITIGAT</td>
<td>42,076.87</td>
<td>93.96%</td>
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<tr>
<td>81125.</td>
<td>Town of Gilbert FY 18 Chip Seal &amp; Liquid Road</td>
<td>532,594.16</td>
<td>96.87%</td>
</tr>
<tr>
<td>81127.</td>
<td>COP 2019 JOA1 - ARTERIAL OPTIPAVE</td>
<td>305,556.70</td>
<td>1.67%</td>
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<tr>
<td>81145.</td>
<td>CITY OF PHOENIX 2019 JOC - JOA 2 CRACK SEAL</td>
<td>1,739,999.72</td>
<td>97.39%</td>
</tr>
<tr>
<td>81151.</td>
<td>TOWN OF MARANA COACHLINE BLVD RECONSTRUCTION (W.O.)</td>
<td>3,524,400.00</td>
<td>14.86%</td>
</tr>
<tr>
<td>81152.</td>
<td>City Of Cottonwood - 12th St. Chip Seal</td>
<td>69,302.43</td>
<td>22.55%</td>
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<tr>
<td>81156.</td>
<td>Omega Contracting COP Pavement Cut Utility Repair (REV1)</td>
<td>29,333.06</td>
<td>0.00%</td>
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<tr>
<td>81159.</td>
<td>MCDOT MD1903 355TH PIPE REHAB</td>
<td>218,245.73</td>
<td>101.84%</td>
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<tr>
<td>81168.</td>
<td>Town of Parker FY 18 Street Preservation</td>
<td>146,779.30</td>
<td>98.88%</td>
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<tr>
<td>81187.</td>
<td>TOWN OF GILBERT STONEBRIDGE LAKES RECONSTRUCTION</td>
<td>2,817,220.00</td>
<td>4.79%</td>
</tr>
<tr>
<td>81198.</td>
<td>CITY APACHE JUNCTION - IDAHO RD/LOST DUTCHMAN - MCKELLIP</td>
<td>515,378.27</td>
<td>97.85%</td>
</tr>
<tr>
<td>81199.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 9 OVERLAYS</td>
<td>1,396,879.98</td>
<td>62.99%</td>
</tr>
<tr>
<td>81200.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 11 OVERLAYS</td>
<td>904,290.65</td>
<td>97.38%</td>
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<td>81203.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 10 OVERLAYS</td>
<td>1,532,946.61</td>
<td>45.06%</td>
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<tr>
<td>81206.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 7 OVERLAYS</td>
<td>1,125,765.31</td>
<td>1.88%</td>
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<tr>
<td>81208.</td>
<td>CITY OF PHOENIX JOC 2019 - JOA 8 OVERLAYS</td>
<td>1,102,886.45</td>
<td>0.68%</td>
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<td>81211.</td>
<td>Tempe Streetcar Guideway Milling</td>
<td>147,850.00</td>
<td>24.06%</td>
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<td>81212.</td>
<td>City of Phoenix 2019 JOA 3 - Asphalt Patching</td>
<td>70,000.00</td>
<td>39.69%</td>
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<td>81214.</td>
<td>PHX OPEN 2019 DUST CONTROL</td>
<td>80,884.32</td>
<td>92.77%</td>
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<td>81215.</td>
<td>563 CITY OF PHOENIX GOLD KEY RACQUET CLUB REPAVING</td>
<td>221,490.00</td>
<td>0.45%</td>
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## CURRENT PROJECT LIST

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<tr>
<th>CONTRACT</th>
<th>DESCRIPTION</th>
<th>CONTRACT AMOUNT</th>
<th>% COMPLETED</th>
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</thead>
<tbody>
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<td>81225.</td>
<td>Phoenix Convention Center - ColorPave</td>
<td>24,615.14</td>
<td>92.74%</td>
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<td>81228.</td>
<td>CITY OF CASA GRANDE RANCHO GRANDE PAVEMENT RECONSTRUCTION</td>
<td>2,700,569.57</td>
<td>26.70%</td>
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<td>81237.</td>
<td>CITY OF GLENDALE FY18-19 MAINTENANCE (SEALING)</td>
<td>1,290,877.44</td>
<td>23.76%</td>
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<td>81238.</td>
<td>CITY OF GLENDALE FY18-19 ASPHALT PATCHING</td>
<td>509,122.56</td>
<td>4.77%</td>
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<td>81244.</td>
<td>City of Maricopa Asphalt &amp; Concrete Repairs PH001567</td>
<td>194,294.00</td>
<td>0.24%</td>
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<td>81255.</td>
<td>City of Phoenix 2019 JOC - JOA 4 Crack Seal</td>
<td>1,928,000.00</td>
<td>54.79%</td>
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<tr>
<td>81256.</td>
<td>STOCKTON HILL RD (AIRWAY TO GORDON) - HAYDON CMAR AC SUB</td>
<td>883,774.53</td>
<td>54.79%</td>
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<td>81257.</td>
<td>APEX MOTORSPORTS TRACK (REV1) Sub to Civil</td>
<td>1,966,237.59</td>
<td>0.00%</td>
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<td>81261.</td>
<td>Town Of Parker FY19 Road Reclamation</td>
<td>495,836.89</td>
<td>17.22%</td>
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<td>81262.</td>
<td>ADOT L202 &amp; BROADWAY NB OFF-RAMP &amp; SB ON-RAMP ACFC REPAIRS</td>
<td>141,095.50</td>
<td>0.00%</td>
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<tr>
<td>81264.</td>
<td>ADOT US60 SUNRISE/RH JOHNSON INTERSECTION REPAIRS</td>
<td>343,456.52</td>
<td>0.00%</td>
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<tr>
<td>81266.</td>
<td>561 SRPMIC - CRACK SEAL COMMUNITY ROADWAYS</td>
<td>174,970.00</td>
<td>17.88%</td>
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<tr>
<td>81271.</td>
<td>City of Phoenix 2019 JOC - JOA 12 Accelerated Overlays</td>
<td>1,954,892.70</td>
<td>19.89%</td>
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<tr>
<td>81274.</td>
<td>561 CITY OF YUMA FY19 SPRING PMM (REV1)</td>
<td>75,209.35</td>
<td>0.00%</td>
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<td>81279.</td>
<td>SUPPLY &amp; APPLY TACK (SUB TO CIVIL)</td>
<td>6,500.00</td>
<td>124.39%</td>
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<td>81280.</td>
<td>1900561 MCDOT TT0599 SUN VALLEY PARKWAY PHASE III</td>
<td>7,975,975.00</td>
<td>0.42%</td>
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</table>

Division: Public Works

Total Contract Amount: 73,467,003.27
A. PROJECT EXPERIENCE
CITY OF PHOENIX STREET TRANSPORTATION DEPARTMENT PAVEMENT RESTORATION SERVICES JOC (CONTRACT #145427)

Scope of Work: This JOC contract consists of arterial, major collector, minor collector, and residential pavement overlay. Other services include crack seal, slurry seal, microseal, TRMSS, PMM, FAST, scrub sealing, and fog sealing. Additional items in this contract include full width milling, edge milling, tack coat, blotter material, utility lowering and adjustments, construction adjustments, project notifications/hotline, traffic control, and off-duty police officers.

Completion Date: Ongoing

Owner: City of Phoenix

Construction Cost: $30,000,000; option to add additional $20,000,000

Contact: Rick Evans – Project Manager
rick.evans@phoenix.gov
602-712-9544
Scope of Work: This JOC consists of major, collector, residential, local and frontage road asphalt rubber crack and joint sealing treatment. Asphalt surface treatments such as PMM, TRMSS, Liquid Road, Optipave, CQSTR, Scrub Sealing and fog sealing are included as well. Construction management, project notifications/hotline, traffic control, and off-duty officers are also included in the contract.

Completion Date: Ongoing

Owner: City of Phoenix

Construction Cost: $33,000,000; option to add an additional $22,000,000

Contact: Rick Evans – Project Manager rick.evans@phoenix.gov
602-712-9544
CITY OF BUCKEYE STREET MAINTENANCE JOC (#2014-006)

Scope of Work: This JOC consists of arterial, major collector, minor collector, and residential street maintenance. Scopes of work include crack sealing, asphalt emulsion slurry seal, asphalt milling, asphalt concrete pavement, tack coat, asphalt chip seal, fog seal coat, MTR (tire rubber modified sealcoat), PMM RTU (polymer modified masterseal asphalt emulsion sealcoat), TRMSS (tire rubber modified surface seal), painted pavement markings, thermoplastic pavement markings, reflective pavement markings.

Completion Date: 3/31/2019

Owner: City of Buckeye

Construction Cost: $1,628,911 (13 JOAs)

Contact: Luis Aguilar- Maintenance Superintendent, Streets Operations
laguilar@buckeyeaz.gov
623-349-6812
CITY OF MESA-ASPHALT SEALCOAT MATERIALS & SERVICES (#2016162)

Scope of Work: Provide asphalt sealcoat materials and services to the City of Mesa. Materials used for this contract included PMM, TRMSS, and CQS-1H Fog seal. This work included providing all necessary traffic control, message, boards, and off-duty officers.

Completion Date: Ongoing
Owner: City of Mesa
Construction Cost: $2,518,285
Contact: Matt Manthey - Pavement Management Supervisor
matt.manthey@mesaaz.gov
480-644-3511
CITY OF AVONDALE-1 GOVERNMENTAL PROCUREMENT ALLIANCE NO. 17-16P-05 (#14590C)

Scope of Work: The City of Avondale is utilizing the 1GPA Cooperative Contract provided by Sunland Asphalt to do various surface treatments within the City of Avondale. Completed projects include: crack sealing, asphalt overlay, various concrete work, TRMSS, Optipave, striping, provide traffic control, and off-duty officers.

Completion Date: Ongoing

Owner: City of Avondale

Construction Cost: $500,000+ annually

Contact: Tom Struve – Pavement Management Coordinator
tstruve@avondaleaz.gov
623-333-4221
B. Past Performance Questionnaire
# PAST PERFORMANCE QUESTIONNAIRE

## CONTRACT INFORMATION
(To be completed by Contractor)

1. **Contractor Information:**
   - Firm Name: Sunland Asphalt & Construction, INC.
   - Email: cherry@sunlandasphalt.com
   - Address: 775 W. Elwood St. Phoenix, AZ 85041
   - Contact Name: Chance Cherry
   - Phone Number: 602-288-5052

2. **Work Performed as:**
   - [X] Prime Contractor
   - [ ] Sub Contractor
   - [ ] Joint Venture
   - [ ] Other (Explain):

3. **Contract Information:**
   - Contract Number: 145427
   - Contract Type: [X] Firm Fixed Price
   - Contract Title: City of Phoenix Pavement Preservation Services J.O.C.
   - Contract Location: Phoenix, AZ
   - Award Date (mm/dd/yy): 9/12/17
   - Contract Completion Date: 9/11/20 w/option to extend an additional 24 months.
   - Actual Completion Date: Ongoing

   - Original Contract Price (Award Amount): $30,000,000; option to add an additional $20,000,000.
   - Final Contract Price (to include all modifications, if applicable):

   - Explain Differences:

4. **Project Description:**
   - Complexity of Work: [X] Med

   How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project involves similar scopes of work, equipment, crews, and conditions as compared to the Buckeye JOC.

## CLIENT INFORMATION
(To be completed by Client)

5. **Client Information:**
   - Name: RICK EVANS
   - Phone Number: 602.717.9544
   - Title: PROJECT MANAGER
   - Email Address: RICK.EVANS@PHOENIX.GOV

6. **Describe the client’s role in the project:**
   - PROJECT MANAGER is responsible for creating, managing, performing, and overseeing construction activities.

   - Date: 5/19/19

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Sunland Asphalt

City of Buckeye JOC for Street Maintenance | Category 2 | Contract Number: 2019005
## B: PAST PERFORMANCE QUESTIONNAIRE

### ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

<table>
<thead>
<tr>
<th>RATING</th>
<th>DEFINITION</th>
<th>NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Government/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective</td>
<td>An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</td>
</tr>
<tr>
<td>(VG) Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Government/Owner’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective</td>
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(TO BE COMPLETED BY CLIENT)

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### 6. Safety/Security

| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E  VG  S  M  U  N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E  VG  S  M  U  N |

### 7. General

| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues) | E  VG  S  M  U  N |
| b) Compliance with contractual terms/provisions (explain if specific issues) | E  VG  S  M  U  N |
| c) Would you hire or work with this firm again? (if no, please explain below) | Yes  No |
| d) In summary, provide an overall rating for the work performed by this contractor. | E  VG  S  M  U  N |

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: [Signature]

Date: 5/14/19
# PAST PERFORMANCE QUESTIONNAIRE

## CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:
   
   Firm Name: Sunland Asphalt & Construction, Inc.  
   Email: ccherry@sunlandasphalt.com  
   Address: 775 W. Elwood St. Phoenix, AZ 85041  
   Contact Name: Chance Cherry  
   Phone Number: 602-288-5052  
   Contact Phone: 602-639-1247  

2. Work Performed as:  
   - [X] Prime Contractor  
   - [ ] Sub Contractor  
   - [ ] Joint Venture  
   - [ ] Other (Explain):  

3. Contract Information:
   
   Contract Number: 147902  
   Contract Type:  
   - [ ] Firm Fixed Price  
   - [ ] Cost Reimbursement  
   - [X] Other: JOC  
   Contract Title: City of Phoenix Crack Seal & Preservative Treatment Program J.O.C.  
   Contract Location: Phoenix, AZ  
   Award Date (mm/dd/yy): 7/1/18  
   Contract Completion Date: 7/1/21; option to extend an additional 24 months  
   Actual Completion Date: Ongoing  
   Explain Differences:  
   Original Contract Price (Award Amount): $33,000,000; option to add an additional $22,000,000  
   Final Contract Price (to include all modifications, if applicable):  
   Explain Differences:  

4. Project Description:
   
   Complexity of Work:  
   - [ ] High  
   - [X] Med  
   - [ ] Routine  
   How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project involves similar scopes of work, equipment, crews, and conditions as compared to the Buckeye JOC.

## CLIENT INFORMATION (To be completed by Client)

5. Client Information:
   
   Name: Rick Evans  
   Phone Number: 602.717.9544  
   Title: Project Manager  
   Email Address: Rick.Evans@Phoenix.Gov  

6. Describe the client’s role in the project:
   
   PROJECT MANAGER IS RESPONSIBLE FOR CREATING, MANAGING THE JOB ORDER CONTRACTS, PROCESSING PAY REQUESTS, OVERSEEING CONSTRUCTION ACTIVITIES.

Client Signature:  
Date: 5/19/19
**ADJECTIVE RATINGs AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR’S PERFORMANCE**

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(To be completed by client)

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Client Signature: [Signature]  
Date: 5/14/19
# PAST PERFORMANCE QUESTIONNAIRE

## CONTRACT INFORMATION (To be completed by Contractor)

1. **Contractor Information:**
   - Firm Name: Sunland Asphalt & Construction, Inc.
   - Email: ccherry@sunlandasphalt.com
   - Address: 775 W. Elwood St. Phoenix, Az 85041
   - Contact Name: Chance Cherry
   - Phone Number: 602-288-5052
   - Contact Phone: 602-639-1247

2. **Work Performed as:**
   - [X] Prime Contractor
   - [ ] Sub Contractor
   - [ ] Joint Venture
   - [ ] Other (Explain):

3. **Contract Information:**
   - Contract Number: 2014-006
   - Contract Type: [ ] Firm Fixed Price  [ ] Cost Reimbursement  [X] Other: JOC
   - Contract Title: City of Buckeye Street Maintenance JOC
   - Contract Location: Buckeye, AZ
   - Award Date (mm/dd/yy): 03/13/14
   - Contract Completion Date: 03/31/19
   - Actual Completion Date: 
   - Explain Differences:
   - Original Contract Price (Award Amount): Maximum $1,000,000/year
   - Final Contract Price (to include all modifications, if applicable):
   - Explain Differences:

4. **Project Description:**
   - Complexity of Work: [X] Med
   - How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This was the previous City of Buckeye JOC that we were awarded in 2014. We completed 13 different job orders for a total of $1,628,911.93.

## CLIENT INFORMATION (To be completed by Client)

5. **Client Information:**
   - Name: Luis Aguilar
   - Phone Number: 623-635-4115
   - Title: Streets Superintendent
   - Email Address: laguilar@buckeyeaz.gov

6. **Describe the client’s role in the project:**
   - Sunland has been awarded a couple of projects through the years for our pavement maintenance contract. I have also used them for emergency repair situations. They have done mill and pave, demo and pave and sealing projects for the city.

   **Client Signature:** [Signature]
   **Date:** 5-14-19
### B: PAST PERFORMANCE QUESTIONNAIRE

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR’S PERFORMANCE**

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#### CITY OF BUCKEYE STREET MAINTENANCE JOC (#2014-006)

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Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (please attach additional pages if necessary)

Client Signature: 
Date: 5/14/19
# City of Mesa-Asphalt Sealcoat Materials & Services (#2016162)

## PAST PERFORMANCE QUESTIONNAIRE

### CONTRACT INFORMATION (To be completed by Contractor)

1. **Contractor Information:**
   - **Firm Name:** Sunland Asphalt & Construction, Inc.  
   - **Email:** ccherry@sunlandasphalt.com  
   - **Address:** 775 W. Elwood St. Phoenix, AZ 85041  
   - **Contact Name:** Chance Cherry  
   - **Phone Number:** 602-288-5052  
   - **Contact Phone:** 602-639-1247

2. **Work Performed as:**
   - [X] Prime Contractor  
   - [ ] Sub Contractor  
   - [ ] Joint Venture  
   - [ ] Other (Explain):

3. **Contract Information:**
   - **Contract Number:** 2016162  
   - **Contract Type:** [X] Firm Fixed Price  
   - **Contract Title:** City of Mesa-Asphalt Sealcoat Materials and Services  
   - **Contract Location:** Mesa, AZ  
   - **Award Date (mm/dd/yy):** 07/1/16  
   - **Contract Completion Date:** 05/30/19  
   - **Actual Completion Date:** Ongoing  
   - **Explain Differences:**
     - **Original Contract Price (Award Amount):** $217,500.00  
     - **Final Contract Price (to include all modifications, if applicable):** $2,518,285.47  
     - **Explain Differences:** Increase contract to add additional area.

4. **Project Description:**
   - **Complexity of Work:** [X] Med  
   - **How is this project relevant to project of submission?** (Please provide details such as similar equipment, requirements, conditions, etc.) Sunland performed seal coat operations for the City of Mesa on residential, collector, and arterial roads similar to what will be completed within the City of Buckeye.

### CLIENT INFORMATION (To be completed by Client)

5. **Client Information:**
   - **Name:** MATT RATHBUN  
   - **Phone Number:** 480-644-3511  
   - **Title:** PAVEMENT MANAGEMENT SUPERVISOR  
   - **Email Address:** MATT.RATHBUN@MESAS.GOV

6. **Describe the client's role in the project:**
   - **Responsibility for technical specifications in contract, reviewing materials to be applied and quantities to be used:**

---

**Client Signature:** [Signature]
**Date:** 5/14/19
### Adjective Ratings and Definitions to Be Used to Best Reflect Your Evaluation of the Contractor's Performance

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(TO BE COMPLETED BY CLIENT)

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- c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance
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## 2. SCHEDULE/TIMELINESS OF PERFORMANCE:
- a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*
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## 3. CUSTOMER SATISFACTION
- a) To what extent were the end users satisfied with the project?
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2. **Work Performed as:**
   - [X] Prime Contractor
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   - [ ] Other (Explain):

3. **Contract Information:**
   - **Contract Number:** 14590C
   - **Contract Type:**
     - [ ] Firm Fixed Price
     - [ ] Cost Reimbursement
     - [X] Other: 1GPA Cooperative Contract
   - **Contract Title:** City of Avondale-1 Governmental Procurement Alliance No. 17-16P-05
   - **Contract Location:** Avondale, AZ
   - **Award Date (mm/dd/yy):** 9/11/17
   - **Contract Completion Date:** 6/28/22
   - **Actual Completion Date:** Ongoing
   - **Explain Differences:**

   Original Contract Price (Award Amount): $800,000 annually, not to exceed $4,000,000
   - **Final Contract Price (to include all modifications, if applicable):**
   - **Explain Differences:**

4. **Project Description:**
   - **Complexity of Work:**
     - [ ] High
     - [X] Med
     - [ ] Routine
   - **How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)**
     - This project involves similar scopes of work, equipment, crews, and conditions as compared to the Buckeye JOC.

**CLIENT INFORMATION (To be completed by Client)**

5. **Client Information:**
   - **Name:** Tom Struve
   - **Phone Number:** 623.249.9722
   - **Title:** Pavement Management Coordinator
   - **Email Address:** Tstruve@avondale.org

6. **Describe the client’s role in the project:**
   - I work with JOC contractors reps to identify work needed and subsequent project management as the work program occurs in the city

**Client Signature:** [Signature]

**Date:** 5/13/19
### ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR’S PERFORMANCE

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<td>h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)</td>
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<td>5. COST/FINANCIAL MANAGEMENT</td>
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<td>a) Ability to meet the terms and conditions within the contractually agreed price(s)?</td>
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<td>b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client</td>
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<td>c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)</td>
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<td>d) Is the Contractor's accounting system adequate for management and tracking of costs? <em>If no, please explain in Remarks section.</em></td>
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<td>e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <em>Indicate if show cause or cure notices were issued, or any default action in comment section below.</em></td>
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<td>f) Have there been any indications that the contractor has had any financial problems? <em>If yes, please explain below.</em></td>
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<tr>
<th>6. SAFETY/SECURITY</th>
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<tbody>
<tr>
<td>a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? <em>(Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)</em></td>
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<tr>
<td>b) Contractor complied with all security requirements for the project and personnel security requirements.</td>
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<th>7. GENERAL</th>
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<tr>
<td>a) Ability to successfully respond to emergency and/or surge situations <em>(including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)</em></td>
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<td>b) Compliance with contractual terms/provisions <em>(explain if specific issues)</em></td>
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<tr>
<td>c) Would you hire or work with this firm again? <em>(If no, please explain below)</em></td>
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<tr>
<td>d) In summary, provide an overall rating for the work performed by this contractor.</td>
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*Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

**Client Signature:** [Signature]  **Date:** [3/13/19]
C. EXPERIENCE OF KEY PERSONNEL
CHANCE CHERRY · JOC ACCOUNT MANAGER

Chance Cherry has project experience with the Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), and the Cities of Apache Junction, Town of Gilbert, Phoenix, Tempe, as well as the City of Casa Grande.

As the JOA Account Manager, Chance will ensure the project team produces the highest quality project, delivered on time and on budget for all construction projects.

RELEVANT PROJECT EXPERIENCE

City of Phoenix Street Transportation Department Pavement Restoration Services JOA (Contract #145427)
This JOA contract consists of arterial, major collector, minor collector, and residential pavement overlay. Other services include crack seal, slurry seal, microseal, TRMSS, PMM, FAST, scrub sealing, and fog sealing. Additional items in this contract include full width milling, edge milling, tack coat, blotter material, utility lowering and adjustments, construction adjustments, project notifications/hotline, traffic control, and off-duty police officers.

City of Phoenix Street Transportation Department Crack Seal & Preservative Treatment Program JOA (Contract #147902)
This JOA consists of major, collector, residential, local and frontage road asphalt rubber crack and joint sealing treatment. Asphalt surface treatments such as PMM, TRMSS, Liquid Road, Optipave, CQSTR, Scrub Sealing and fog sealing are included as well. Construction management, project notifications/hotline, traffic control, and off-duty officers are also included in the contract.

City of Buckeye Street Maintenance JOA (#2014-006)
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City of Mesa-Asphalt Sealcoat Materials & Services (#2016162)
Provide asphalt sealcoat materials and services to The City of Mesa. Materials included PMM, TRMSS, and CQS-1H Fog seal. This work included providing all necessary traffic control, message, boards, and off-duty officers.

City of Avondale-1 Governmental Procurement Alliance No. 17-16P-05 (#14590C)
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NATE GORROCINO · JOC ESTIMATOR

Nate is well versed in Job Order Contracting and has been involved in all of Sunland's past and current JOCs. He has held various positions in the construction industry, including: Estimator, Project Engineer, Project Manager, and Estimating Manager. Nate understands the pricing component of JOC work. He is well versed in a number of different standard cost estimating methods including the R.S. Means Cost Estimating database, as well as negotiated unit pricing, cost plus, time and materials, and lump sum. Nate realizes that different customers choose different pricing mechanisms and he is able to adapt the customers needs. As JOC Estimator, Nate will lead the estimating effort and be directly engaged in all project cost estimating. He will develop budgets, estimates, value engineering proposals and system analysis for the project throughout the preconstruction phase as well as support the team during the construction phase. He excels in the JOC arena and is a perfect fit for the City of Buckeye JOC projects.

Nate will be readily available for all City of Buckeye JOC projects. He currently fills the Estimating Manager role for two of Sunland’s Job Order Contracts and has learned to effectively manage his time to ensure each JOC owner’s needs and expectations are fully met.

RELEVANT PROJECT EXPERIENCE

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Scott Lovins is a Project Manager with Sunland’s Phoenix Maintenance Division. With over 15 years of experience in the construction industry, Scott has held positions from Estimator to Sales to Project Manager. He has supervised all aspects of road construction and is known for his quality assurance, leadership and superior customer service. Scott has produced quality projects for a variety of public and private clients across the state of Arizona.

As Project Manager, Scott will be responsible for the successful execution of the project. He will be the technical source of direction for scheduling of materials and labor, and is responsible for project safety, code of conduct, and field personnel performance.

**RELEVANT PROJECT EXPERIENCE**

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JASON KEENAN • PROJECT MANAGER

Jason Keenan has over 18 years of experience in the construction industry. He has managed start up, weekly owners meetings, project schedule, RFI's, submittals, close out process for customers including the Arizona Department of Transportation (ADOT), Maricopa County of Transportation (MCDOT), the Cities of El Mirage, Buckeye, Mesa, Chandler, Tempe, Town of Queen Creek.

As Project Manager, Jason will be responsible for the successful execution of the project. He will be the technical source of direction for scheduling of materials and labor, and is responsible for project safety, code of conduct, and field personnel performance.

RELEVANT PROJECT EXPERIENCE

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C: EXPERIENCE OF KEY PERSONNEL

LUIS LOMAS · PROJECT SUPERINTENDENT

Luis Lomas has more than a decade of construction experience and has been integrally involved in a variety of JOC projects. He has supervised all aspects of road preservation to parallel the scope of work required by the City.

Luis will be responsible for supervising all field operations, including providing technical information to the project engineer and project manager, overseeing all craft and subcontractors, and making sure the project is executed within a timely manner. Luis will also schedule work with the customer and also the crews on the jobsite. He offers quality control, assurance, equipment maintenance and safety advocacy on all projects.

RELEVANT PROJECT EXPERIENCE

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C: EXPERIENCE OF KEY PERSONNEL

STUART BROWN · PROJECT SUPERINTENDENT

Stuart Brown has over 13 years of road construction experience. He has supervised hundreds of crack seal and sealcoat projects valley wide. As a Project Superintendent, Stuart will be responsible for supervising all field operations, including providing technical information to the project manager and overseeing all craft and subcontractors. Stuart will also help to maintain the project schedule, subcontractor meetings, and safety files.

RELEVANT PROJECT EXPERIENCE

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MICHAEL THOMPSON • QUALITY CONTROL MANAGER

Mike Thompson has more than 12 years of construction experience and has been integrally involved in project management for a multitude of JOC projects. Mike has produced quality projects for the Arizona Department of Transportation (ADOT) state wide, Maricopa County Department of Transportation (MCDOT), and the Cities of Apache Junction, Phoenix, Tempe, Tucson, and Yavapai County.

As Quality Control Manager, Mike will be responsible for the successful execution of the project. He will be the technical source of direction for scheduling of materials and labor, and is responsible for project safety, code of conduct, and field personnel performance.

RELEVANT PROJECT EXPERIENCE

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C: EXPERIENCE OF KEY PERSONNEL

- CHANCE CHERRY
  JOC Account Manager

- MIKE THOMPSON
  Quality Control Manager

- SCOTT LOVINS
  Project Manager

- JASON KEENAN
  Project Manager

- LUIS LOMAS
  Project Superintendent

- STUART BROWN
  Project Superintendent

- NATE GORROCINO
  JOC Estimator
D. Method of Approach
GENERAL PROJECT APPROACH

1. Describe your firm’s overall commitment to responding to the City’s requests for services.

Sunland will commit its project team, staff and assets to the City of Buckeye for the Street Maintenance JOC. We will do whatever is necessary to respond to the City of Buckeye’s requests for services in a timely, professional manner. Sunland Asphalt employs nearly 550 employees and on average, self-performs over eighty percent of our work. Sunland has more than 200 tradesmen working and residing in the Phoenix area that will be utilized on this JOC. We have experienced personnel, crews and equipment necessary to complete the anticipated range of services, including but not limited to:

- Slurry Seal
- PMM Sealcoat
- Master Seal Sealcoat
- Surface Cleaning/Prep
- PCCP Paving
- Asphalt Paving
- Box Culverts
- ADA Ramps
- Road Reconditioning
- Concrete Flatwork
- Bank Protection
- Retaining Walls
- Neighborhood Rehabilitation
- Curb and Gutter
- Drainage Structures
- Striping and Signage
- Traffic Control
- Chip Seal
- Community Outreach
- Quality Control
- Landscaping
- Turn Lanes

These are the types of services we provide on a daily basis. We excel in these areas and are fully committed to providing the City of Buckeye with exceptional customer service and quality of work on this JOC.

2. Describe how your firm handles cost control (daily, monthly, and completion tracking/reporting); scheduling (initial and progress schedules); how are cost overruns identified and how are they mitigated?

Cost control is a critical component of Sunland’s Project Management process. The process starts in the field where Sunland relies on Superintendents and Foreman to accurately document and agree on quantities with the City’s staff. The expectation is that these quantities are agreed upon daily so that if there are issues that lead to overruns, they can be addressed promptly and efficiently. Sunland holds internal project progress meetings weekly where progress quantities are reviewed. Pay Applications are completed on a monthly basis at a mutually agreed upon cutoff date unless the City requests otherwise.

Sunland is experienced with submitting monthly cash flow reports. We have submitted these reports both on JOCs and low-bid projects over the years. Sunland’s vast understanding of JOC’s and large scale projects allows us to accurately forecast monthly cash flow.

Sunland will work cooperatively with the City to develop a project schedule that is beneficial for all. Sunland will create a project schedule in Microsoft Project utilizing the Critical Path Method. The project schedule is integrated into the company’s master schedule and tracked daily. A detailed two-week look ahead is assembled and reviewed on a weekly basis to track job progress and ensure that project goals and milestones are being met. Project schedules can change on a daily basis requiring complete flexibility. Our team is equipped with the resources necessary to serve the City quickly and efficiently. Sunland strives to be proactive in our scheduling and communicate any foreseeable issues to all of our stakeholders.

Sunland has the experience and resources to handle scheduling multiple projects at once. Sunland understands JOC’s and the unique scheduling challenges they can present. With JOC’s, there may be times where work needs to be performed on short notice or a late change in the schedule may need to occur to accommodate the agency. Sunland views a JOC as a true partnership. Sunland is transparent and open about the progress of work. If for some reason work was behind schedule, we would communicate it to the City in a reasonable time frame along with a plan to get the project back on schedule. During construction, our Superintendent will be on-site to ensure the project is completed to technical specifications. We will review the project progress daily. If for any reason issues arise, Sunland will address them immediately.

“I’ve worked with the Sunland team on multiple projects. Their people, equipment, and processes are why my projects are so successful.”

Rick Evans
Project Manager
City of Phoenix
3. Describe your firm's conflict communication plan; what is your proposed escalation ladder?
Sunland is incredibly proactive in conflict communication and implements an issue resolution process from the onset of each project. Sunland's commitment to its CORE values carries over into our approach when dealing with conflicts. These core values include: Customer Focus, Ownership, Relationships, Ethics and Safety. It is our unwavering commitment to carrying out these values in each and every aspect of our projects that allows us to successfully resolve conflicts and issues. Sunland prides itself in utilizing meetings to partner with all involved parties to assess and effectively resolve the conflict or issue so as not to impact the project. Project staff will utilize Sunland procedures to manage and resolve the situation:

- Field Staff will notify the Project Manager and JOC Account Manager of the issue immediately.
- The Project Manager and/or JOC Account Manager will assess the issue and inform the client if they are not already aware of the issue.
- The project team, including the Owner, will take action to resolve the issue. If necessary, the issue will be escalated to Sunland's Executive Team for resolution.
- After the issue is resolved, the respective parties will be notified to ensure that the resolution suits everyone involved.

4. Describe your firm's project closeout and final documentation process.
Sunland understands the importance of closing out a project quickly and efficiently. If done incorrectly, project close-out can taint even the best managed projects. During Sunland’s close-out, we submit any required warranties, manuals, and red lines as needed. We close-out final payments promptly and make sure subcontractors and suppliers are paid promptly. We quickly demobilize and perform final project cleanup to the client’s satisfaction. In addition to the above, we develop a formal close-out package as the project is entering substantial completion and send to the Owner’s for their records. An electronic version of close-out documents are archived in Sunland’s database and are available to the owner if requested at any time. In addition, close-out documentation may include:

- Site walk through and sign-off paperwork
- Accounting: invoice, lien releases, waivers, consent of surety (if a bond is required)
- Warranty documents
- Material Tickets
- Bills of Lading
- Specifications
- Product Certifications
- Materials Testing
**JOB ORDER MANAGEMENT**

Describe your firm’s ability to timely and appropriately process necessary paperwork and issue cost estimates and schedules related to the City’s job order requests. Include in your response specific detail regarding the following:

1. Upon receipt of a job order request for proposal from the City, how many days does your firm require to process and complete all necessary paperwork and return a proposal to the City?

   Sunland’s objective is to meet the expectations and urgency of any construction project. Sunland’s general procedure of processing and completing the necessary paperwork is based on the following:
   
   - Upon receipt of a job order request from the City of Buckeye, we will immediately review any drawings and specifications specific to the request.  
   - After reviewing the documents, we will make a job site visit and determine any site specific needs such as safety concerns and risks, stakeholders who may be impacted, and the City of Buckeye’s ultimate project goals in terms of budget and timeline.  
   - After the up front due diligence phase is completed, Sunland will begin putting the proposal together.
   - Our goal is to have the proposal put together and returned to the City of Buckeye within one week of the job order request being issued.

2. Upon acceptance of a proposal and issuance of a Notice to Proceed, how many days does your firm typically require to mobilize forces and start construction?

   Sunland will mobilize forces and start construction within 15-30 days upon issuance of a Notice to Proceed (NTP). If the need arises to expedite our mobilization due to emergency situations or extenuating circumstances, we will mobilize as quickly as the City of Buckeye needs. In extraordinary cases, the mobilization may be immediate.

3. Describe your firm’s change request procedure and how change Orders are communicated with the City.

   Sunland’s Project Management team follows internal criteria and reviews each change order on its own merits. We cross reference many factors prior to submission to the owner including but not limited to contractual agreement, specifications, itemized breakdowns of labor/materials/markup to ensure the City of Buckeye is fairly represented. Sunland staff will utilize and follow Sunland procedures to manage change requests. The procedures are as follows:
   
   - Field personnel will notify the Project Manager and the JOC Account Manager of the change request possibility. The JOC Account Manager will start the change request process by alerting the client to the issue at hand. We strive to have an equitable resolution in place within two business days so as to not impact the project schedule.
   - The respective parties, including the JOC Account Manager, Project Manager, and client are all involved in the change request procedure. The client will be intimately involved in the change request.
   - The respective parties will take action together for the change request. Sunland approaches the change request with an open book philosophy. The goal is to have everyone involved feel comfortable with the changes and the pricing.
   - Upon acceptance of the changes and pricing by the client, Sunland will proceed with performing the change request work.
VALUE ANALYSIS/VALUE ENGINEERING/RISK MITIGATION

1. What capabilities does your firm have to provide additional Value Analysis/Value Engineering to Job Orders of limited design prior to construction? What is your willingness to provide these services as part of your job order quotation?

Sunland is willing and able to work closely with the City of Buckeye to examine alternate materials, systems, equipment for cost, quality, and availability purposes. We perform constructability reviews and offer value analysis and value engineering suggestions as applicable. We understand the importance of the City of Buckeye’s budget and will maximize that budget as best as possible.

We are more than willing to provide the City of Buckeye with the highest quality of alternate materials including recycled asphalt products and base courses when applicable. These cost saving materials meet or exceed all minimum requirements of native materials while providing the City with potential significant discounts.

Sunland believes in utilizing a partnership approach when reviewing a project. Through our extensive background of handling JOC contracts, Sunland will ensure the needs of the City of Buckeye are being met and exceeded throughout the project.

2. What capabilities do you have to identify and communicate various opportunities for risk mitigation with the City at the time of Job Order development? What risk Avoidance strategies have you commonly employed and shared with Owners to Reduce threats to the project’s success?

Sunland utilizes its vast experience in grading, paving, and asphalt maintenance to foresee as many potential risks as possible prior to them becoming an issue for the client. Every project starts with a comprehensive preconstruction program to ensure a successful project and a positive team experience. During this preconstruction phase, Sunland creates a comprehensive action item list detailing the possible project risks. We have found that through this preconstruction phase we can minimize and eliminate many of the typical job site risks. In the event there is an unforeseen condition that was not caught during preconstruction, Sunland will immediately communicate the risk to the City of Buckeye and work diligently to mitigate the risk. Depending on severity, we may cease operations if needed in order to survey the condition and provide the correct solution the first time. We understand the importance of keeping the project on budget and schedule and will do everything in our power to do so.
SUBCONTRACTOR SELECTION PLAN

Each Contractor’s subcontracting plan will be incorporated by reference into the Agreement. Each Contractor will be obligated to comply with its own plan. Note that a subcontractor selection plan is a requirement of A.R.S. § 34-604(C)(2)(e)(i) and, as such, must be submitted; failure to submit a subcontractor selection plan will result in rejection of the Statement of Qualifications.

Subcontractor Selection Plan Overview

Sunland selects project-specific subcontractors based on a combination of qualifications and price. The subcontractors on our team are well established in their areas of expertise and supported by Sunland’s brand, financial strength and shared ethics and values.

Sunland pre-qualifies subcontractors on an annual basis. Subcontractors are asked to provide their qualifications, experience, safety record, bonding/insurance coverage and references. Submissions are reviewed by Sunland’s Review and Constructability Team. All our subcontractors are scored based on a series of questions.

The highest rated firms based on qualifications will be contacted for pricing. When a specific work order arises, the highest rated firm with acceptable pricing will be used as long as the required schedule can be met. If the schedule cannot be met, the next highest rated subcontractor with acceptable pricing will be contracted.

Utilizing a subcontractor selection process based on both qualification and pricing ensures only the most qualified and experienced subcontractors will be performing work while still maintaining the competitive pricing Sunland is committed to providing to our customers.

Criteria & Scoring Methodology to Rate Subcontractors

Listed below is Sunland’s criteria and rating system for subcontractor selection:

Experience and Qualifications – 20 Points
Because our subcontractors are an extension of Sunland, we ensure they have the relevant experience to complete the projects efficiently, safely, on-schedule and on-budget. Each year, subcontractors are required to provide proof of their experience and qualifications, including a company overview, relevant recently completed projects, and key personnel resumes. We take into account their experience both with Sunland and other contractors.

Sunland evaluates their knowledge of current and future market conditions, as well as experience in the regions where we work. Sunland also requires subcontractors to submit a detailed list of references along with their contact information.

Resources - 20 Points
Sunland evaluates the resources of the subcontractor and whether or not they are able to provide the materials, manpower, management and equipment needed to deliver the project on-time and on-budget. We require our subcontractors to provide a complete backlog and schedule for all on-going and future projects. This allows Sunland to ensure that they have the capacity to perform with the Sunland team.

Sunland requires subcontractors to provide proof of bonding and insurance for annual pre-qualification and at the beginning of each project. Sunland will vet their bonding and specific insurance requirements for each Job Order. If they cannot provide, they will not be pre-qualified to work with Sunland.

Safety - 30 Points
At Sunland, safety is the foundation on which our company is built. It is one of our core values and is ingrained in every employee, at every jobsite, every day. When evaluating potential subcontractors, Sunland evaluates a subcontractors commitment to safety by looking at the following:

• Whether or not they employ a qualified health and safety manager. Sunland reviews their key safety personnel’s qualifications, including certifications, licensing, and training in CPR, First Aid, and OSHA.

• Maintains a formal, written health and safety program.

• An Experience Modification Rate (EMR) less than or equal to 1.0.

Compliance with our safety policies and procedures is a condition of employment and a requirement of all subcontractors. Sunland understands that all subcontractors may not meet each of the requirements above. Sunland offers education, training and mentoring opportunities to interested subcontractors.
Job Order Contract Understanding – 20 Points
All subcontractors must have a complete understanding of the project specifics. Their management must have the processes in place to communicate to all employees the specifics for each Job Order. Each subcontractor must also have a complete understanding of the JOC process.

Organizational Structure – 10 Points
All subcontractors must demonstrate that they have the organizational structure to support their business. All subcontractors are required to submit an organizational chart for each project.

Subcontractor Selection Plan

Pre-Qualification
- Safety record
- Owner involvement/approval
- Past performance
- Quality and reputation
- Claim history
- Bonding and insurance capacity

Bid Process
- Invite 3-5 qualified local subs/suppliers
- Provide bid documents
- Verify full scope capture
- Interview qualified subs/suppliers
- Receive and evaluate team input
- Award subcontract

Post Award
- Verify quality daily
- Monitor safety performance
- Track schedule
- Evaluate performance
- Review results with project team
- Hold accountable

Subcontractor Ratings
The highest rated firms based on qualifications will be contacted for pricing. When a specific job order arises, the highest rated firm with acceptable pricing will be used as long as the required schedule can be met. If the schedule cannot be met, the next highest rated subcontractor with acceptable pricing will be contracted.

At Sunland, we do a full evaluation of each subcontractor before, during and after the bidding process. Everything has a price attached to it. For example, utilizing a subcontractor with a history of not completing their work on time will increase the risk for all stakeholders. Many times we do not use the lowest priced subcontractor even in the design – bid – build projects. In summary, there are many factors that go into who we choose that each scenario is different. That is why we analyze each bid and weigh them based on their qualifications and price.

Subcontractor Performed Services
- Pavement recycling
- Roller compacted concrete
- Striping
- Signage
- Electrical work
- Utility adjustments
- Traffic control
- Off-duty

City of Phoenix - Crack Seal
SAFETY

1. Identify your Firm’s Safety Manager

Sunland’s Safety Manager is Joseph Zaleski and he has been in the construction safety industry for over 15 years.

2. List all major Certifications and Training obtained by the Safety Manager

- Construction Health and Safety Technician (CHST)
- Construction Risk Insurance Specialist (CRIS)
- Red Cross Instructor Certified CPR/FA/AED
- OSHA 500 Trainer

3. Describe Safety Training protocol provided to Field Staff at a Project site.

Each employee attends a safety orientation on the date of hire. Prior to the start of work each day, a Pre-Task Plan is completed for that scope of work and reviewed by each employee to ensure that each person is properly prepared to perform that scope of work safely. This includes proper tools, Personal Protective Equipment (PPE), secure work zone and proper equipment. Each employee will also join the site Foreman each week for a tailgate meeting; this meeting will cover the weekly topic for the company and include a site specific section that can be added to for discussion of specific jobsite topics.

4. Provide your Firm’s most current Experience Modification Rate (EMR)

Sunland’s most current quantitative EMR is 0.68.
EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SUNLAND ASPHALT & CONSTRUCTION, INC.

[Quote]

See following pages.
**City of Buckeye JOC**  
**Mill & Pave Projects**  
**Contract No - 2019005-04**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
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**This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.**
### Peppertree Pl / Road 2 North Intersection to Tumbleweed - Pulverize / Grade / Pave

- Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings.
- Mobilize To Site.
- Provide Traffic Control And Barricades During Our Scope Of Work.
- Provide A Private Locator To Locate Underground Obstacles.
- Make Necessary Saw cuts.
- Pulverize Existing Asphalt And Base To A Depth Of 5". Pulverizing Depth Is Based On A Maximum 3" Asphalt Thickness And Blended With A Minimum Of 2" Stable Base Thickness.
- Fine Grade Existing Base, Add Moisture, And Compact To Grade.
- Pave With 1/2" Asphalt Surface Course To An Average Finished Depth Of 4" After Compaction With A Steel Wheeled Vibratory Roller.
- Includes MAG 201 Type "B" Thickened Edge

This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.

### Jerome Jct / Gavin Crt Tie In - Grade / Pave

- Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings.
- Mobilize To Site.
- Provide Traffic Control And Barricades During Our Scope Of Work.
- Make Necessary Saw cuts.
- Fine Grade Existing Base, Add Moisture, And Compact To Grade.
- Pave With 1/2" Asphalt Surface Course To An Average Finished Depth Of 3" After Compaction With A Steel Wheeled Vibratory Roller.
- Final adjustment of 3 manholes to new pavement elevation.
- Includes MAG 201 Type "B" Thickened Edge

This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.

### Horizon Way - Pulverize / Grade / Pave

- Provide Project Management Including Travel Time, Meetings, Paperwork, And Billings.
- Mobilize To Site.
- Provide Traffic Control And Barricades During Our Scope Of Work.
- Provide A Private Locator To Locate Underground Obstacles.
- Make Necessary Saw cuts.
- Pulverize Existing Asphalt And Base To A Depth Of 5". Pulverizing Depth Is Based On A Maximum 3" Asphalt Thickness And Blended With A Minimum Of 2" Stable Base Thickness.
- Fine Grade Existing Base, Add Moisture, And Compact To Grade.
- Pave With 1/2" Asphalt Surface Course To An Average Finished Depth Of 3" After Compaction With A Steel Wheeled Vibratory Roller.
- Includes MAG 201 Type "B" Thickened Edge

This Proposal Is Based On Performing The Work In 1 Phase/Mobilization.

### Traffic Control Allowance

- Provide Traffic Control & Barricades Within Our Scope Of Work Per Town Of Chino Valley Requirements. TCP's Are To Be Drafted And Submitted To Town Of Chino Valley For Approval Prior To Start Of Work. Traffic Control Will Be An Allowance Item In Order To Provide All Of The Requested Labor & Devices (Flaggers, VMB's, Off-Duty Officers, Etc.) At The Town's Direction. Costs Shown Are Only An Estimate. Actual Costs For Traffic Control Items Will Be Billed At Cost Plus 10% Mark-Up. These Items Will Be Subject To Tax & Bond As Part Of The Overall Contract Value.

**Notes:**
- In order to hold pricing, this proposal must be signed and returned within 30 days from the bid date specified above.
- **Material pricing is good through 12-28-2019.**
- Pricing excludes striping, utility adjustments, night/weekend work, permits, fees, notifications, QC testing, gate loops, painting bumper blocks, permanent signage, herbicide, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.
- Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)
- The depth of the existing asphalt is only an estimate. Additional depth may require additional charges. The pulverization of the asphalt has been bid for that function alone and does not include excavation of the base or subbase. If at the time of the pulverization, it is determined that water has weakened either the base or sub-base, we will negotiate additional charges to correct the unforeseen problem. Note: Sunland Asphalt recommends that an independent testing lab perform core sampling to determine the stability of the subgrade soils. Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.

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<td><strong>Project Consultant:</strong> Rick Risner</td>
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