PUBLIC NOTICE
CASA GRANDE CITY COUNCIL
MEETS
MONDAY, DECEMBER 16, 2019- 7:00 PM
COUNCIL CHAMBERS – 510 E. FLORENCE BOULEVARD

A. Call to Order
   Invocation
   Pledge of Allegiance

B. Roll Call
   Mayor McFarland

C. Minutes:
   C.1 City Council Regular Minutes - December 2, 2019
      City Clerk
   C.2 Arts and Humanities Commission Minutes - November 5, 2019
      City Clerk

D. Claims
   D.1 Claims - November 27-December 10, 2019
      Finance Director

E. Meeting Agenda Approval
   Mayor McFarland

F. Special Presentations
   F.1 Swearing-In of New Firefighters
      City Clerk
   F.2 Presentation Relating to the Award of Funds from the Ride for the Warrior to HOHP and the Pinal County Veteran's Memorial Foundation
      Mayor McFarland
F.3 Announcement of the Annual Electric Light Parade Winners

Community Services Director

G. Consent Agenda

All items listed with an asterisk (*) are considered routine matters and will be enacted by one motion and one roll call vote of the Council. There will be no separate discussion of these items unless a Council Member or member of the public so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence of the agenda.

*G.1 Consider the Final Adoption of Ordinance No. 3173, Designating the Cougar Stadium Sign as a Local Historic Landmark; and Authorizing the City Clerk to Record All Documents Necessary to Effectuate this Ordinance with the Pinal County Recorders Office

City Clerk

*G.2 Consider the Final Adoption of Ordinance No. 3174, Accepting a Bid from Miracle Recreation Equipment Company for the Purchase of Playground Equipment; Authorizing Expenditure of Public Funds in an Amount Not to Exceed $59,646.33; and Authorizing Execution of a Contract With, Or Purchase Order To, Miracle Recreation Equipment Company

City Clerk

*G.3 Consider the Final Adoption of Ordinance No. 3175, Accepting a Bid from Chapman Ford to Provide and Deliver Various Model Year 2020 Ford Pick-Up Trucks; Authorizing Expenditure of Public Funds in an Amount Not to Exceed $297,000; and Authorizing the Execution of a Contract

City Clerk

*G.4 Consider the Final Adoption of Ordinance No. 3176, Accepting a Bid From Midway Chevrolet for the Purchase of Five (5) Model Year 2020 Chevrolet Tahoe Police Pursuit Vehicles; Authorizing the Expenditure of Public Funds In An Amount Not to Exceed $188,655.00; and Authorizing Execution of a Contract With, Or Purchase Order To, Midway Chevrolet, LLC in Accordance With the Terms Submitted to the Arizona State Bid List

City Clerk

*G.5 Consider the Final Adoption of Ordinance No. 3177, Accepting a Sole Source Proposal from Motorola Solutions, Inc. for the Purchase of Nine (9) All-Band Portable Radios; Accepting a Bid for a Two-Year Contract from MHQ of Arizona to Provide Up-Fitting Services for Police Vehicles; Authorizing the Expenditure of Public Funds; Authorizing Execution of a Contract With, Or Purchase Order To, Motorola Solutions, Inc.; Authorizing an Agreement With MHQ of Arizona; and Authorizing the Transfer of Budget Authority

City Clerk
*G.6 Consider the Final Adoption of Ordinance No. 1178.399, Amending Zoning Ordinance #1178 and Its Subsequent Amendments By Changing the Zoning From Garden and Light Industrial (I-1) and Urban Ranch (UR) to General Industrial (I-2) Located in Phase III of the Airport Industrial Park, Casa Grande, Arizona

City Clerk

*G.7 Consider Resolution No. 5212, Accepting the Offer from Stryker, Inc. to Provide a Lifepak 15 Defibrillator Monitor System; Authorizing Expenditure of Public Funds in an Amount Not to Exceed $36,533.10; and Authorizing the Execution of a Contract

Fire Chief

*G.8 Consider an Application for a Temporary Extension of Premises/Patio Permit to Daniel M. Keeling, dba Cotton Bowl Lanes, to Accommodate a Cornhole Tournament and Fundraising Event from January 3 through February 23, 2020, Located at 1740 N. Pinal Avenue

City Clerk

*G.9 Consider Approving a Special Event Liquor License Application for Casa Grande Main Street for their Fundraising Event Scheduled on January 23 - 25, 2020 from 11:00 a.m. to 5:00 p.m. at 2121 N. Thornton Rd

City Clerk

*G.10 Consider a Bingo License Class "B" Application from Marine Corps League Casa Grande Detachment 901, located at 1339 E. Kingman Place, Casa Grande, AZ 85122

City Clerk

H. Public Comments

Mayor McFarland

I. Award of Contracts

I.1 Consider Ordinance No. 3178, Accepting Bids from Four Vendors to Perform a Variety of Maintenance Treatments to Certain City Streets; Authorizing the Expenditure of Public Funds; and Authorizing Execution of a Contract with, or Purchase Order to, the Various Vendors

Public Works Director

J. Boards & Commissions

None

K. Ordinances, Resolutions, and Other matters or Subjects Requiring Action by the Council

None
L. Public Meetings, Public Hearings, Open Record Reviews, and Closed Record Reviews

L.1 Public Hearing and Consider Ordinance No. 1178.400, Amending Zoning Ordinance #1178 and its Subsequent Amendments by Changing the Zoning from R-1 (Single-Family Residential) to UR (Urban Ranch) for Property Located Approximately at 1115 N. Brown Avenue (aka Carr McNatt Park), Casa Grande, Arizona

M. Executive Session:

M.1 Executive Session

A.R.S. §38-431.03.

Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:

3. Discussion or consultation for legal advice with the city attorney or attorneys of the public body.
4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

- Discussion and Consultation Regarding a Potential Agreement Between the City of Casa Grande and SmartWorksPlus to Provide Staffing Services to the City

N. Reports

O. Adjournment

Mayor McFarland

Note: This meeting is open to the public. All interested people are welcome to attend. Supporting documents and staff reports, which were furnished to the Council with this Agenda, are available for review in the City Clerk's Office or online at www.casagrandeaz.gov.

Disabled individuals with special accessibility needs may contact ADA Coordinator for the City of Casa Grande at 520-421-8600 or TDD 520-421-8623. If possible, such requests should be made 72 hours in advance.

Posted on December 12, 2019 by 7:00 p.m. at the below locations:

<table>
<thead>
<tr>
<th>City Hall</th>
<th>Police Dispatch</th>
<th>City Website</th>
</tr>
</thead>
</table>
City Council Regular Meeting

Meeting Date: 12/16/2019

Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk

Subject:
City Council Regular Minutes - December 2, 2019

Attachments

12-2-19
A. Call to Order
Mayor McFarland called the meeting to order at 7:00 p.m.

Invocation
Offered by Mark Davey, Salvation Army

Pledge of Allegiance
Led by Mayor Pro Tempore McBride

B. Roll Call
Present: Robert Huddleston, Council Member
        Lisa Fitzgibbons, Council Member
        Matthew Herman, Council Member
        Mary Kortsen, Council Member
        Dick Powell, Council Member
        Donna McBride, Mayor Pro Tempore
        Craig McFarland, Mayor

Also Present: Larry Rains, City Manager
              Steven Weaver, Deputy City Manager
              Brett Wallace, City Attorney
              Gloria Leija, City Clerk
              Paul Tice, Planning & Development Director
              Kevin Louis, Public Works Director
              Aaron Walters, Recreation Superintendent
              Rob Sweeney, Interim Finance Director
              Reginald Winston, Deputy Chief of Police
              Scott Barber, Human Resources Director

C. Minutes
Moved by Council Member Dick Powell, seconded by Council Member Mary Kortsen to approve the City Council Regular Minutes of - November 18, 2019 and to accept for the record the minutes of Board of Appeals Minutes - June 12, 2019, and Historic Preservation Commission Minutes - October 28, 2019. The following vote was recorded:
D. **Claims**

Moved by Council Member Matthew Herman, seconded by Council Member Robert Huddleston to approve the claims dated November 13 - 26, 2019. The following vote was recorded:

AYE:  
- Council Member Robert Huddleston  
- Council Member Lisa Fitzgibbons  
- Council Member Matthew Herman  
- Council Member Mary Kortsen  
- Council Member Dick Powell  
- Mayor Pro Tempore Donna McBride  
- Mayor Craig McFarland

E. **Meeting Agenda Approval**

Moved by Council Member Mary Kortsen, seconded by Council Member Lisa Fitzgibbons to approve the Meeting Agenda. The following vote was recorded:

AYE:  
- Council Member Robert Huddleston  
- Council Member Lisa Fitzgibbons  
- Council Member Matthew Herman  
- Council Member Mary Kortsen  
- Council Member Dick Powell  
- Mayor Pro Tempore Donna McBride  
- Mayor Craig McFarland

F. **Special Presentations**

G. **Consent Agenda**

All items listed with an asterisk (*) are considered routine matters and will be enacted by one motion and one roll call vote of the Council. There will be no separate discussion of these items unless a Council Member or member of the public so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence of the agenda.
Moved by Council Member Lisa Fitzgibbons, seconded by Council Member Mary Kortsen to approve items G.1 - G.6 on the Consent Agenda. The following vote was recorded:

AYE: Council Member Robert Huddleston  
   Council Member Lisa Fitzgibbons  
   Council Member Matthew Herman  
   Council Member Mary Kortsen  
   Council Member Dick Powell  
   Mayor Pro Tempore Donna McBride  
   Mayor Craig McFarland

Mayor McFarland then declared that all items in these minutes identified by an asterisk (*) preceding the title of that item were passed and adopted.

*G.1 Final Adoption of Ordinance No. 3171  
Accepting a Bid from Fluoresco Services, LLC to Provide Illuminated Street Name Sign Materials and Services on an On-Call, As Needed Basis

By a 7-0 roll call vote under the Consent Agenda, Council passed and adopted Ordinance No. 3171, accepting a bid from Fluoresco Services, LLC to provide illuminated street name sign materials and services on an on-call, as needed basis; authorizing expenditure of public funds in an amount not to exceed $78,000.00; and authorizing execution of a contract

*G.2 Final Adoption of Ordinance No. 3172  
Accepting a Bid from Rummel Construction, Inc. to Provide up to 45,000 Tons of Cover Soil for the Casa Grande Landfill

By a 7-0 roll call vote under the Consent Agenda, Council passed and adopted Ordinance No. 3172, accepting a bid from Rummel Construction, Inc. to provide up to 45,000 tons of cover soil for the Casa Grande Landfill; authorizing expenditure of public funds in an amount not to exceed $260,000.00; and authorizing the execution of a contract
G.3 Consider a Special Event Liquor License Application for the Greater Casa Grande Chamber of Commerce Event Scheduled on January 11, 2020 from 10:00 a.m. to 3:00 p.m. located at 1004 N Promenade Prkway, Ste #152

Gloria Leija, City Clerk, recommended in the Council routing form that Mayor and Council authorize the City Clerk to forward local approval to the Arizona Department of Liquor Licenses & Control for the issuance of Special Event Liquor License, as requested by the Greater Casa Grande Chamber of Commerce. Their request is in conjunction with their Business After Hours Event scheduled for January 11, 2020, from 10:00 a.m. to 3:00 p.m. at The Promenade Casa Grande, located at 1004 N Promenade Parkway, Ste, 152, Casa Grande, Arizona.

The State of Arizona Board of Liquor License and Control assume little jurisdiction and holds no formal hearings on the issuance of Special Event Liquor License. Almost exclusively the local governing body makes decisions regarding the issuance of such permits. This is the only type of liquor license, which will not be issued without the approval of the local governing board.

The City charges no fee for this type of license. A $25.00 per day license is charged by the State.

By a 7-0 roll call vote under the Consent Agenda, Council directed the City Clerk to forward to the Arizona Department of Liquor License & Control a favorable recommendation for a Special Event Liquor License Application for the Greater Casa Grande Chamber of Commerce Event Scheduled on January 11, 2020 from 10:00 a.m. to 3:00 p.m. located at 1004 N Promenade Parkway, Ste, 152

G.4 Consider a Special Event Liquor License Application for the Casa Grande Community Hospital Foundation Event Scheduled on April 3, 2020 from 3:00 p.m. to 11:00 p.m. located at 1451 E. Florence Blvd.

Gloria Leija, City Clerk, recommended in the Council routing form that Mayor and Council authorize the City Clerk to forward local approval to the Arizona Department of Liquor Licenses & Control for issuance of Special Event Liquor License, requested by the Casa Grande Community Hospital Foundation in conjunction with their fundraising event to be held at J Warren Memory Gardens located at 1451 E. Florence Blvd. Casa Grande AZ, 85122 scheduled for April 3, 2020 from 3:00 p.m. to 11:00 p.m.

The Arizona Department of Liquor Licenses & Control assume little jurisdiction and holds no formal hearings on the issuance of Special Event
Liquor License. Almost exclusively the local governing body makes decisions regarding the issuance of such permits. This is the only type of liquor license, which will not be issued without the approval of the local governing board.

The City charges no fee for this type of license. A $25.00 per day license is charged by the State.

By a 7-0 roll call vote under the Consent Agenda, Council directed the City Clerk to forward to the Arizona Department of Liquor License & Control a favorable recommendation for a special event liquor License Application for the Casa Grande Community Hospital Foundation Event Scheduled on April 3, 2020 from 3:00 p.m. to 11:00 p.m. located at 1451 E. Florence Blvd.

*G.5  Consider a Liquor License Application Series #12, New License to Jesus Alonso Zamorano, d.b.a. Taqueria Los Plebes, Located at 844 N. Promenade Parkway, Ste #101

Gloria Leija, City Clerk, recommended in the Council routing form that Mayor and Council instruct the City Clerk to forward a recommendation to the Arizona Department of Liquor Licenses and Control Board to approve a New Liquor License Series #12, to Jesus Alonso Zamorano, d.b.a. Taqueria Los Plebes, Located at 844 N. Promenade Parkway, Ste #101, Casa Grande, AZ 85122

The application under consideration is for a Series #12, New Liquor License. The applicant is Jesus Alonso Zamorano, d.b.a. Taqueria Los Plebes, Located at 844 N. Promenade Parkway, Ste #101, Casa Grande, AZ 85122. The type of license is for a Series #12 (Restaurant License), which allows a Restaurant to sell and serve spirituous liquor solely for consumption on the premises of an establishment that derives at least 40% of its gross revenue from the sale of food. As required by law, the Notice to the Public and a copy of the application were appropriately posted for 20 days. The twenty (20) days expired on November 18, 2019. The City Clerk's Office did not receive any comments opposing or supporting the application.

The State Liquor License Application fee is $100.00 and the City Annual Business Transaction License is $70.00.

If the Council takes no action and fails to provide the State Liquor License Board with its order of approval or disapproval, as provided in A.R.S. 4-201, within 60 days of the application, the Board will proceed as though the Council had entered an order of approval.

By a 7-0 roll call vote under the Consent Agenda, Council directed the City Clerk to forward to the Arizona Department of Liquor License & Control a favorable recommendation for a Liquor License Application Series #12, New License to Jesus Alonso Zamorano, d.b.a. Taqueria Los Plebes, Located at
*G.6 Consider Approving a Special Event Liquor License Application for Casa Grande Main Street for their Fundraising Event Scheduled on January 18 & 19, 2020 from 9:00 a.m. to 5:00 p.m. at 110 W. 2nd Street.

Gloria Leija, City Clerk, recommended in the Council routing form that Mayor and Council authorize the City Clerk to forward local approval to the Arizona Department of Liquor Licenses & Control for issuance of Special Event Liquor License, as requested by Casa Grande Main Street. Their request is in conjunction with their fundraising event scheduled for January 18 & 19, 2020 from 9:00 a.m. to 5:00 p.m. at 110 W. 2nd Street, Casa Grande, Arizona.

The State of Arizona Board of Liquor License and Control assume little jurisdiction and holds no formal hearings on the issuance of Special Event Liquor License. Almost exclusively the local governing body makes decisions regarding the issuance of such permits. This is the only type of liquor license, which will not be issued without the approval of the local governing board.

The applicant will file the necessary proof of insurance certificate, prior to the event. The application is attached for Council’s review.

The City charges no fee for this type of license. A $25.00 per day license is charged by the State.

By a 7-0 roll call vote under the Consent Agenda, Council directed the City Clerk to forward to the Arizona Department of Liquor License & Control a favorable recommendation for a Special Event Liquor License Application for Casa Grande Main Street for their Fundraising Event Scheduled on January 18 & 19, 2020 from 9:00 a.m. to 5:00 p.m. at 110 W. 2nd Street.

H. Public Comments

Rodney Williams, thanked the Council for providing the community with a good place to live. He voiced that his organization helps ex-offenders find work. His organization does not receive any donations or grants. Mr. Williams expressed concern with the Police department asking questions about his organization. He noted if any law enforcement agency has questions about his organization/business, he is available to address questions.

Mayor McFarland stated that staff will contact Mr. Williams regarding his concern.

I. Award of Contracts
Consider Ordinance No. 3174
Accepting a Bid from Miracle Recreation Equipment Company for the Purchase of Playground Equipment

Aaron Walters, Recreation Program Superintendent, stated that staff recommends the Mayor and Council approve the purchase and installation of playground equipment and shade structure in an amount not to exceed $59,646.33 from Miracle Recreation. This purchase will utilize an approved cooperative purchasing agreement available through Sourcewell, formerly NJPA. Recreation Program Superintendent Walters reviewed the below information.

Improvements to Elliot Park have been identified and planned in the CIP for several years. In FY2020, the project was approved during the budget process. Funds have been made available through CDBG grants and an Ak-Chin grant. The total project includes a shaded ramada, a shaded playground, new playground equipment, ADA accessible parking and sidewalks connecting the features. This contract only includes the shaded playground, playground equipment, and installation.

Staff researched many different companies prior to recommending Miracle Recreation for this project. Miracle is one of the oldest recreation companies in the United States, providing products for over 90 years. The Casa Grande Community Services Department has purchased items from Miracle in the past, including recent projects at Carr McNatt and Dave White Parks. Their products meet the highest industry standards of safety, durability, structural integrity, and accessibility. In addition, Miracle representatives worked with Parks staff to design the playground to meet the needs of users of Elliot Park.

This contract includes pricing for a play system that includes 2 play systems, swings, and shade structures. This contract also includes the engineering and installation of these pieces. One of the play systems is designed for ages 2-5 and the other play system for ages 5-12.

In order to provide the best fiscal responsibility, Parks staff will complete several portions of this project in-house including preparation of the site, any necessary demolition, and final placement of resilient engineered wood fiber surfacing.

In reviewing alternatives for procurement, staff determined that Sourcewell contract #030117-LTS provides very reasonable and competitive pricing, therefore recommending utilizing the cooperative purchasing available through the contract.

In addition to providing Fiscal Responsibility, this project will also tie into the Strategic Plan by improving the Quality of Life of the citizens of Casa Grande. This project will provide safe equipment in a shaded environment for
physical fitness and play.

The total amount of this contract is a price not to exceed $59,646.33. Funding will come from a combination of a CDBG grant and Ak-Chin grant.

This project was previously approved during the budgeting process in the FY2020 CIP.

**Discussion:**

Responding to Mayor McFarland, Recreation Program Superintendent Walters confirmed that funding for the playground equipment will come from a CDBG grant and Ak-Chin grant.

Council Member Powell expressed that he is pleased to see the City placing playground equipment at Elliot Park.

City Clerk Leija, read by title only Ordinance No. 3174, accepting a bid from Miracle Recreation Equipment Company for the purchase of playground equipment; authorizing expenditure of public funds in an amount not to exceed $59,646.33; and authorizing execution of a contract with, or purchase order to, Miracle Recreation Equipment Company

Moved by Council Member Dick Powell, seconded by Mayor Pro Tempore Donna McBride to approve Ordinance No. 3174. The following vote was recorded:

**AYE:** Council Member Robert Huddleston  
Council Member Lisa Fitzgibbons  
Council Member Matthew Herman  
Council Member Mary Kortsen  
Council Member Dick Powell  
Mayor Pro Tempore Donna McBride  
Mayor Craig McFarland

Mayor McFarland declared Ordinance No. 3174, passed to a second read.

**I.2 Consider Ordinance No. 3175**  
**Accepting a Bid from Chapman Ford to Provide and Deliver Various Model Year 2020 Ford Pick-Up Trucks**

Kevin Louis, Public Works Director, stated that staff recommends the Mayor and Council authorize staff to execute contracts to Chapman Ford, LLC for the purchase of various 2020 Ford Trucks as needed for replacement of various vehicles as provided for in the approved FY20 Budget. Director Louis reviewed the below information.
In an effort to provide uniformity for use, service, and maintenance of the City’s fleet, the Ford pickup platform has been utilized for many years. To provide for the purchase of vehicles for replacement of pickup trucks for this year, a formal solicitation was created to obtain bids for four (4) various model Ford pickups.

In response to the solicitation, four (4) bids were received from various vendors. After review of pricing and specification conformance to the solicitation, staff recommends the award of a contract to Chapman Ford, LLC for the purchase of the specified vehicles in quantities as may be required for replacement vehicles for a period of one (1) year.

At this time, staff is continuing to evaluate vehicles approved for replacement in the City’s FY20 approved budget. This evaluation is to confirm vehicles to be replaced and determine an appropriate model for replacement. The approved replacement list contains as many as eleven (11) vehicles which may be replaced utilizing this contract; the total purchase cost is estimated to be approximately $297,000.00 for these vehicles. At this time, staff knows we are moving forward with purchasing four trucks for PD and two for PW. Therefore, staff is requesting authorization and spending authority to utilize this agreement to purchase these vehicles as well as any others needed without the need to burden the Council with multiple actions for the various vehicles.

Funding for the requested vehicle replacements is available in budgeted line-items for each individual vehicle replacement or purchase fund in accordance with the approved FY20 budget.

**Discussion:**

Responding to Mayor McFarland, Director Louis clarified that this action will allow staff to purchase up to 11 vehicles, if necessary. However, if the Council approves, on the next agenda item, and staff is successful at purchasing five (5) Police Tahoes from Midway Chevrolet, then staff will only four trucks for PD and two for Public Works from Chapman Ford.

City Clerk Leija, read by title only Ordinance No. 3175, accepting a bid from Chapman Ford to provide and deliver various model year 2020 Ford Pick-Up Trucks; authorizing expenditure of public funds in an amount not to exceed $297,000.00; and authorizing the execution of a contract.

Moved by Council Member Matthew Herman, seconded by Mayor Pro Tempore Donna McBride to approve Ordinance No. 3175. The following vote was recorded:

**AYE:** Council Member Robert Huddleston
Council Member Lisa Fitzgibbons
Council Member Matthew Herman
The proposal from Midway was for a lower amount, therefore, staff recommends purchase be made with Midway Chevrolet. This purchase will be made through State of Arizona Contract No. ADSPO17-166122 utilizing cooperative purchasing available in that agreement.

Funding of the total cost of the five (5) 2020 model-year Chevrolet Tahoe Police Patrol SUV units is available in the FY2020 budget in accounts for
each of the units to be replaced.

Discussion:

Responding to Council, Director Louis stated that the initial public bid did include a local vendor. However, staff contacted the vendors who had bid to determine whether any of them could meet the terms of the procurement and each vendor (including a local vendor) indicated that due to the manufacturer's limited supply they could no longer meet the delivery requirements.

Council Member Huddleston stated he recognizes that some public comments have been made regarding the City purchasing Tahoes for police vehicles. However, he noted that the Tahoe has been tested as a pursuit vehicle that has received high marks. Additionally, the Tahoe last longer than other police vehicles. Therefore, the Tahoe has a better value.

Council Member Herman voiced that the City has tried other vehicles and they have not worked well for the City. The cost of the Tahoe is not very much considering how they will last as a patrol vehicle.

Responding to Council, Director Louis confirmed that staff members conducted research on patrol vehicles, but he was not part of the research.

City Manager Rains stated that staff did research and evaluated other patrol vehicles. Through this research and evaluation, staff concluded that the Tahoe was best suited for the City's patrol vehicle platform and would last seven years.

City Clerk Leija, read by title only Ordinance No. 3176, accepting a bid from Midway Chevrolet for the purchase of five (5) model year 2020 Chevrolet Tahoe Police pursuit vehicles; authorizing the expenditure of public funds in an amount not to exceed $188,655.00; and authorizing execution of a contract with, or purchase order to, Midway Chevrolet, LLC in accordance with the terms submitted to the Arizona State bid list.

Moved by Council Member Robert Huddleston, seconded by Council Member Lisa Fitzgibbons to approve Ordinance No. 3176. The following vote was recorded:

AYE: Council Member Robert Huddleston
      Council Member Lisa Fitzgibbons
      Council Member Matthew Herman
      Council Member Mary Kortsen
      Council Member Dick Powell
      Mayor Pro Tempore Donna McBride
      Mayor Craig McFarland
Consider Ordinance No. 3177
Accepting a Sole Source Proposal from Motorola Solutions, Inc. for the Purchase of Nine (9) All-Band Portable Radios; Accepting a Bid for a Two-Year Contract from MHQ of Arizona to Provide Up-Fitting Services for Police Vehicles

Kevin Louis, Public Works Director, stated that staff recommends the Mayor and Council authorize staff to execute contracts for the purchase of materials and services for the upfitting of nine (9) police vehicles, as well as the purchase of necessary communications equipment. Director Louis reviewed the below information.

The intent of this action is to obtain approval for items necessary to provide fully equip patrol vehicles to make them ready to be put into service by the Police Department.

This request is to provide for the procurement of communications equipment and up-fitting. These items include the radios, various safety equipment, and the installation of all equipment.

Although nine (9) vehicles are to be equipped, it should be noted that each requires a different combination of equipment and level of up-fitting to provide as needed to make vehicles appropriate for the tasks each vehicle is to perform and the teams which will utilize each vehicle.

Communications Equipment:
This equipment consists of radios and associated equipment for direct communication with each unit. In order to maintain uniformity within the fleet, these items are requested to be purchased as a sole-source through the vendor already providing these services for Public Safety through recent Council action(s). The pricing for each unit is $6,824 with a total amount of $67,067 for the nine (9) communication units.

Vehicle Up-fitting:
This consists of providing all appurtenant equipment (e.g. lights, siren, push-bar, decals, etc.) and installation, as well as the installation of all of the communications and technology components. For the procurement of the necessary equipment and services, a formal solicitation was issued. Although only one (1) proposal was received, staff has reviewed the proposal and find it to be reasonable and in-line with the required components and services. Therefore we recommend approval of a Contract to MHQ to provide the equipment and services. This contract will be for a term of two (2) years, with two optional one (1) year, extensions. Staff requests that this contract be utilized up to the amount budgeted annually for up-fitting purposes. Costs for
upfitting range based upon vehicle type, purpose, and service however a typical upfit package is approximately $19,000 for a Chevy Tahoe PPV.

Funding for the requested materials, equipment and services are available in budgeted line-items for each vehicle replacement or purchase funding.

City Clerk Leija, read by title only Ordinance No. 3177, accepting a sole source proposal from Motorola Solutions, Inc. for the purchase of nine (9) all-band portable radios; accepting a bid for a two-year contract from MHQ of Arizona to provide up-fitting services for police vehicles; authorizing the expenditure of public funds; authorizing execution of a contract with, or purchase order to, Motorola Solutions, Inc.; authorizing an agreement with MHQ of Arizona; and authorizing the transfer of budget authority between accounts.

Moved by Council Member Matthew Herman, seconded by Council Member Robert Huddleston to approve Ordinance No. 3177. The following vote was recorded:

AYE: Council Member Robert Huddleston
     Council Member Lisa Fitzgibbons
     Council Member Matthew Herman
     Council Member Mary Kortsen
     Council Member Dick Powell
     Mayor Pro Tempore Donna McBride
     Mayor Craig McFarland

Mayor McFarland declared Ordinance No. 3177, passed to a second read.

J. Boards & Commissions

J.1 Consider Approving the Appointment of Melissa Yost-Fuentes to the Historic Preservation Commission, with a Term to Expire on August 1, 2022

Gloria Leija, City Clerk, recommended in her Council routing form that Mayor and Council appoint Melissa Yost-Fuentes to the Historic Preservation Commission

Currently, there is one (1) board opening on the Historic Preservation Commission, due to the vacancy created by Ms. Joyce South, who opted not to be re-appointed for a second term.

Ms. Yost- Fuentes' term will expire on August 1, 2022.

The board opening was advertised in the Casa Grande Dispatch, City
Website, and posted both at City Hall and the Police Dispatch Center. Other members serving on the board include the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Term Expiration</th>
</tr>
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<tbody>
<tr>
<td>Brett Benedict</td>
<td>8/1/2020</td>
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<tr>
<td>Marge Jantz</td>
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<td>Rick O'Neil</td>
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<td>8/1/2022</td>
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<td>Clara Trulove</td>
<td>8/1/2020</td>
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Moved by Council Member Mary Kortsen, seconded by Mayor Pro Tempore Donna McBride to appoint Melissa Yost-Fuentes to the Historic Preservation Commission, with a Term to Expire on August 1, 2022. The following vote was recorded:

AYE: Council Member Robert Huddleston
     Council Member Lisa Fitzgibbons
     Council Member Matthew Herman
     Council Member Mary Kortsen
     Council Member Dick Powell
     Mayor Pro Tempore Donna McBride
     Mayor Craig McFarland

K. **Ordinances, Resolutions, and Other matters or Subjects Requiring Action by the Council**

K.1 **Consider Election of Mayor Pro Tempore**

Gloria Leija, City Clerk, recommended that in her Council routing form that Mayor and Council elect a Mayor Pro Tempore to serve a one-year term (December 2, 2019, through December 7, 2020).

Ordinance No. 681, states in part "At the same meeting at which the new Council Members take office, the Council shall choose one of its members to serve as Mayor Pro Tempore for a one-year term. At the completion of the one-year term of Mayor Pro Tempore, the Council shall choose one of its members to serve the next one-year term as Mayor Pro Tempore. The Council shall not select a Mayor Pro Tempore to serve two consecutive terms as Mayor Pro Tempore. The Mayor Pro Tempore shall perform the duties of the Mayor during the absence or disability of the Mayor."

At this time, Mayor McFarland called for nominations for Mayor Pro Tempore.
Moved by Mayor Pro Tempore Donna McBride, seconded by Council Member Mary Kortsen to elect Council Member Lisa Fitzgibbons as Mayor Pro Tempore. The following vote was recorded:

AYE: Council Member Robert Huddleston
Council Member Lisa Fitzgibbons
Council Member Matthew Herman
Council Member Mary Kortsen
Council Member Dick Powell
Mayor Pro Tempore Donna McBride
Mayor Craig McFarland

At this time, City Clerk Leija administered the Loyalty Oath of Office to Council Member Fitzgibbon to serve as Mayor Pro Tempore through December 7, 2020.

K.2

Consider Resolution No. 5211
Approving the Request from ESP Group, Inc. for a Variance from the Block Length Provisions of Section 16.16.160 for the G-Diamond Ranch Subdivision

Jim Gagliardi, City Planner, recommended that Mayor and Council accept Planning Commission's recommendation to approve the Subdivision Design Variance for the block length longer than 660 ft., DSA-19-00118, as depicted per the Preliminary Plat, DSA-19-00075. City Planner Gagliardi reviewed the below information.

Planning & Zoning Commission serves as the final authority for Preliminary Plats and voted unanimously to approve DSA-19-00075, the preliminary plat for 318 lot single-family lots in area D-1, D-2, E-1, and E-2 of the G-Diamond Ranch subdivision at its November 7, 2019 meeting. This area to be platted lies west of the Colorado St. alignment north of Cottonwood Ln. Previously, two other Preliminary Plats have been approved by the Planning Commission for this area, but a Final Plat had not been recorded in the time-frame the City Code requires, and therefore these previous Preliminary Plat approvals expired. One block within the proposed Preliminary Plat exceeds the maximum distance allowed by City Code Section 16.16.160. The maximum length allowed is 660 ft. and an area within area D-1 between Hillary Ln. and Renford Ln. is 975 ft. Prior to the submittal of the Final Plat to City Council for its consideration, this variance request shall first be brought to City Council for a decision. City Code Section 16.12.300, allows departure from this block length requirement if a subdivision design variance is granted by City Council. Generally, the City Council may authorize a variance when it can be shown that strict compliance with the provisions of
the subdivision regulations would cause undue hardship. Additionally, the general intent of these regulations is to be preserved, the public interest is protected, and that such variances do not nullify the intent and purpose of the General Plan or Title 17 of the City Code. Staff contends that the request to allow this longer block lengths does not conflict with these general provisions. Specifically, per 16.12.300.A, the granting of a variance shall be based upon findings by the City Council that: The subdivider is proceeding in good faith; There are unusual topographical or other special circumstances associated with the property which are not the result of any action of the subdivider and which prohibit the use of the property in a manner similar to the use of adjacent or nearby properties; The variance is necessary for the reasonable development of the property in question and will alleviate a clearly demonstrable hardship; The variance will not nullify the intent or purpose of these regulations; Granting the variance will not be detrimental to the general public health, safety, and welfare. The applicant provided a statement regarding their variance request within the narrative for the Preliminary Plat submittal (Attachment 4) providing justification for the longer block. Staff and Planning Commission agreed with the justification, and at its November 7, 2019 meeting, made a motion recommending that City Council approve said variance. The primary reasons for limiting block lengths is to provide adequate ingress and egress by emergency vehicles as well as general circulation throughout the neighborhood. Additionally, shorter blocks tend to reduce speed on local roads, provided that long stretches of unimpeded travel can create a speedway effect. Adequate circulation for general travel and emergency access remains. The fire department reviewed the request and did not find concern with the block lengths. Adding an additional street simply to break up the block length would only be lightly traveled, and it ultimately would be a maintenance expense for the City's Public Works Department, once the right of way was dedicated to the City and improved. It is noted that in the developed area of G-Diamond Ranch, a block length exceeds the 660 ft. minimum and no variance was sought as this was not detected at the Preliminary nor Final Plat stage. The block is seen to function due to the open-space spine provided mid-block. Similarly, the block within D-1 requesting a variance is offering a mid-block open space tract which will provide pedestrian access and visual relief. Additionally, the street within the block is curved which will have the tendency to slow speeds and also not create a visual monotony of a long street with unimpeded houses. The two previously approved Preliminary Plats had areas with longer than 660 ft. blocks but went undetected. This Preliminary Plat optimizes the layout incorporating existing open space areas within the developed portion of G-Diamond Ranch.

There will be reduced fiscal impact on the City to have this long block, due to the fact that the alternative of an intervening public street would be dedicated to the City to maintain. Instead, the long block will have a landscape and access tract in the middle that will be HOA maintained.

Discussion:
Council Member Huddleston voiced that he believes Council should be careful in approving extended roadways, due to potential traffic issues; e.g., vehicles speeding. However, in this case, his concerns have been addressed.

City Clerk LeiJa, read by title only Resolution No. 5211, approving the request from ESP Group, Inc. for a variance from the Block Length Provisions of Section 16.16.160 for the G-Diamond Ranch Subdivision.

Moved by Council Member Mary Kortsen, seconded by Mayor Pro Tempore Lisa Fitzgibbons to approve Resolution No. 5211. The following vote was recorded:

**AYE:** Council Member Robert Huddleston  
Council Member Donna McBride  
Council Member Matthew Herman  
Council Member Mary Kortsen  
Council Member Dick Powell  
Mayor Pro Tempore Lisa Fitzgibbons  
Mayor Craig McFarland

Mayor McFarland declared Resolution No. 5211, passed and adopted.

L. **Public Meetings, Public Hearings, Open Record Reviews, and Closed Record Reviews**

L.1 **Public Hearing and Consider Ordinance No. 3173 Designating the Cougar Stadium Sign as a Local Historic Landmark; and Authorizing the City Clerk to Record All Documents Necessary to Effectuate this Ordinance with the Pinal County Recorders Office**

Mayor McFarland announced that Items L.1-L.7, will include a public hearing.

Laura Blakeman, City Planner, recommended that Mayor and Council hold a Public Hearing and consideration of a request by City of Casa Grande for the following land use request located at 1115 N. Brown Avenue (a.k.a. Carr McNatt Park):

1. DSA-19-00091: Local Historic Sign Landmark Designation for the “Cougar Stadium Sign” to be designated as a historic landmark.

City Planner Blakeman reviewed the below information.

The Historic Preservation Commission recommends that the Mayor and City
Council approve DSA-19-00091, to designate the “Cougar Stadium Sign” as a local historic landmark.

The Cougar Scoreboard Sign has been an iconic sign with the Casa Grande Union High School alumni classes. Information gathered from alumni students and faculty, have indicated that there was an original scoreboard sign that was located on the east end of the football field. Around 1963-64, the scoreboard that exists on the site today was located on the west end of the field.

According to the General Plan 2020, Policy C-7.2.1, the city shall acknowledge the importance of developing a strong base of community support for historic preservation efforts. It is the intent of the ordinance to provide a means to protect the cultural, economic, and general welfare of the public through the preservation and protection of buildings, structures, signs, areas of historic and cultural interest within the City of Casa Grande.

According to the Historic Preservation Ordinance definitions, a “Landmark” means a property, site, sign, structure, or object that is individually designated by the City Council to be worthy of rehabilitation, restoration, and preservation because of its cultural, historic, architectural or archeological exceptional significance to the City.

Per the Historic Preservation Ordinance, 17.62.050A, the sign, can be designated as a Landmark if it:

1. Possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the locality, region, state or nation; or
2. Is identified with historic personages; or
3. Embodies the distinguishing characteristics of an architectural style; or
4. Is the work of a designer whose work has significantly influenced an age; or
5. Because of a unique location or singular physical characteristic, represents an established and familiar visual feature of a neighborhood; and
6. The owner of the property, site, sign, structure or object concurs with the designation.

Staff and the Historic Preservation Commission find that the criteria are met with the following:

- The sign’s significance is tied to the Casa Grande Union High School property.
- The sign is dated circa 1960.
- The Cougar Scoreboard Sign has been located on the property approximately 56+ years.
- The City of Casa Grande is in support of preserving history and is
supportive of designating the sign as a local historic landmark.

In addition, the request for local historic landmark designation is met with the Sign Landmarks Criteria established as defined below:

Over 40 years old.

Displays a unique or novelty design Displays good integrity where most the intrinsic elements of the design of the sign are present.

Contributes to the context where sign enhances the environment or associated property. On October 28, 2019, The Historic Preservation Commission forwarded a favorable recommendation with a 5 - 0 vote on the request.

Most importantly, the Historic Preservation Code, 17.62.010A, declares that “as a matter of public policy that the "protection, enhancement and perpetuation of landmarks is necessary to promote the economic, cultural, educational and general welfare of the public.”

**Discussion:**

At this time, Mayor McFarland declared a public hearing to allow comments on designating the Cougar Stadium Sign as a Local Historic Landmark.

John McGuire reported that he posted this item on CG Chat and received numerous positive comments supporting the designation of the Cougar Stadium Sign as a Local Historic Landmark.

There being no further comments, Mayor McFarland declared the public hearing closed.

Mayor McFarland and Council Members expressed support for designating Cougar Stadium Sign as a Local Historic Landmark.

City Clerk Leija, read by title only Ordinance No. 3173, designating the Cougar Stadium Sign as a local Historic Landmark; and authorizing the City Clerk to record all documents necessary to effectuate this ordinance with the Pinal County Recorders Office.

Moved by Mayor Pro Tempore Lisa Fitzgibbons, seconded by Council Member Matthew Herman to approve Ordinance No. 3173. The following vote was recorded:

AYER:  Council Member Robert Huddleston
       Council Member Donna McBride
       Council Member Matthew Herman
       Council Member Mary Kortsen
       Council Member Dick Powell
       Mayor Pro Tempore Lisa Fitzgibbons
       Mayor Craig McFarland
Mayor McFarland declared Ordinance No. 3173, passed to a second read.

L.2 Public Hearing on Annexation of +/-740 Acres, Generally Located North of Maricopa-Casa Grande Highway Between Burris Road and Bianco Road

Joseph Horn, City Planner recommended that Mayor and Council hold a public hearing on the proposed Annexation. City Planner Horn reviewed the below information.

This is a City initiated Annexation for +/-740. This area is a logical and appropriate annexation area in regards to the current boundary of the City of Casa Grande. This area meets all legal requirements for annexation as set forth in the Arizona Revised Statutes. A blank petition and associated annexation map were filed with the Pinal County Clerk and Recorder on November 8, 2019. At this time, the Council is only being asked to conduct a public hearing on the proposed Annexation. This public hearing is conducted in compliance with the requirement in ARS 9-471. A to hold a public hearing within the last ten days of the thirty day wait period that begins with the filing of the blank petition. In accordance with the statute, petition signatures may be obtained from the owners of the land proposed for annexation once the initial 30 wait period has elapsed from the date of filing the blank petition. After signatures are collected, an Annexation Ordinance will be scheduled for Council consideration. ARS 9-471.L requires that a city annexing an area adopt a zoning classification that permits densities and uses no greater than those permitted by the county immediately before the annexation. To comply with this requirement staff is proposing that the annexed properties be initially zoned as Urban Ranch (UR) in conjunction with the annexation. UR (Urban Ranch) is the Casa Grande zone district that is most equivalent in terms of uses and density to the existing General Rural (GR) Pinal County zoning for the properties.

Discussion:

At this time, Mayor McFarland declared a public hearing. There being no public comments, Mayor McFarland declared the public hearing closed.

Council Member Powell expressed support for the proposed annexation. He noted that he has friends that own parcels within the proposed annexation. He is pleased to see that the property will be zoned as Urban Ranch.
Jim Gagliardi, City Planner, recommended that Mayor and Council hold a public hearing for the proposed Annexation. At a subsequently scheduled meeting (February 3, 2020), there will be a hearing to consider an ordinance for the annexation, and the initial zoning designation, as well as accepting the infrastructure & service plan. City Planner Gagliardi reviewed the below information.

At its October 21, 2019, work session, Planning Staff gave a presentation to Council regarding the proposed annexation. Subsequently, a blank annexation petition along with a map has been filed with Pinal County Clerk and Recorder or November 8th, in accordance with ARS 9-471. At this time, the Council is being asked to conduct a public hearing on the proposed Annexation. This public hearing is conducted in compliance with the requirement in ARS 9-471.A, to hold a public hearing with the last ten days of the thirty day wait period that begins with the filing of the blank petition.

In accordance with the statute, petition signatures may be obtained from the owners of the land proposed for annexation once the initial 30 wait period has elapsed from the date of filing the blank petition. After signatures are collected, an Annexation Ordinance will be scheduled for Council consideration.

ARS 9-471.L requires that a city annexing an area adopt a zoning classification that permits densities and uses no greater than those permitted by the county immediately before the annexation.

To comply with this requirement staff is proposing that the annexed properties be initially zoned as Urban Ranch (UR) in conjunction with the annexation. UR (Urban Ranch) is the Casa Grande zone district that is most equivalent in terms of uses and density to the existing General Rural (GR) Pinal County zoning for the property.

Discussion:

At this time, Mayor McFarland declared a public on the proposed annexation of 3.74 Acres, generally located at the North West Corner of the Henness and Cornman Road Alignments. There being no comments, Mayor McFarland declared the public hearing closed.
Jim Gagliardi, City Planner, recommended that Mayor and Council hold a Public hearing and consideration of a request by the City of Casa Grande for the following General Plan Land Use Text Amendment:

a. DSA-19-00074: Large Mixed-Use Text Amendment - amending text within the Large Mixed-Use General Plan land use category

City Planner Gagliardi, reviewed the below information in a PowerPoint presentation.

At its November 7, 2019, meeting the Planning Commission held a public hearing and unanimously voted to send a recommendation of approval of this General Plan Text Amendment to City Council.

Large Mixed-Use was established in 2018 as an addition to the Casa Grande General Plan 2020 categories of land uses. It is designed to accommodate an intense mixture of uses, including residential. As a whole, residential is limited to 50% of the land uses. Currently, the allowed density for residential within this category is based on whether the product is attached or detached. The proposed amendment revises density in that it no longer divides density into whether it is attached vs. detached. Instead, the amendment proposes to separate residential into high, medium and low densities.

General Plan Amendment Review Criteria:

In considering applications for a Major General Plan Amendment, the Planning and Zoning Commission & City Council shall find that the following review criteria set forth in the current City’s General Plan are substantially met as follows:

1) That the proposed amendment supports the Community First Vision on the General Plan.

COMMUNITY FIRST VISION

Casa Grande is a regional center with an outstanding quality of active rural and suburban lifestyles. The City is built on promoting community cohesion, culture, and identity. Casa Grande is a city that is rich in history and resources and offers a natural, physical, and economic environment developed or created through well-planned developments and rural areas. These are supported by a safe and self-sustaining mix of neighborhoods that are diverse in people, housing, education and employment connected and supported by a network of transportation
choices and open spaces.

The proposed amendment to the Large Mixed-Use land use category further encourages the diversification of residential products, providing options more dynamic than merely “attached” v. “detached”.

2) Describe how the proposed amendment furthers Smart Growth principles. SMART GROWTH PRINCIPLES Smart Growth is based on planning and development patterns that:

- Mix land uses
- Take advantage of compact building design
- Create a range of housing opportunities and choices
- Create walkable neighborhoods? Foster distinctive, attractive communities with a strong sense of place
- Preserve open space, farmland, natural beauty, and critical environmental areas
- Strengthen and direct development towards existing communities
- Provide a variety of transportation choices
- Make development decisions predictable, fair, and cost-effective
- Encourage community and stakeholder collaboration in development decisions

The proposed amendment has the ability to meet all of the above criteria. Most of the criteria listed are provided in the description of the land use category. Concentrating density to a limited amount of the area has positive implications for the above.

3) Describe how the proposed amendment enhances or has no net impact on future water supplies.

The concentration of density means that less land will have to be developed to accommodate residents. This does not impact water supply, and in some regard enhances it because this type of development does not result in the extension of mains to the extent that lesser density spread throughout a greater area would.

4) Describe how the proposed amendment enhances or has no net impact on mobility and traffic congestion.

This proposed land use category would benefit any transportation or traffic concerns. The project size cannot be smaller than 320 acres, and the only appropriate zoning category is a Planned Area Development, which requires a master circulation study. This will help plan for traffic and transportation far in advance of any development.

5) Describe how the proposed amendment enhances or has no net impact on the quality and quantity of publicly accessible open spaces and trails.

The proposed land use category has a minimum open space requirement of 15% for all residential portions of the category and 10% for all other uses.
6) Discuss if the proposed amendment will result in a higher net cost to the City or its residents for City Services.
A higher net cost to the City or its residents for City Services is not anticipated. Again, due to the size of any proposed development being at least 320 acres, the scope of City services can be more easily assessed and provided for. Also, as a requirement of the PAD zoning application, any applicant must provide a Master Facility Utility Plan.

7) Does the proposed amendment require public investment or financing?
It is not anticipated that there would be a public investment.

8) Describe how the proposed amendment enhances or has no net impact on the natural environment, including air and water quality.
Amending this category would further enhance the natural environment that the creation of the category allowed for in the first place. This land use category allows a mixed-use development resulting in a dynamic work/live community that would decrease travel time. Also, all future development would be required to follow all environmental impact regulations. This amendment concentrates density resulting in lesser area to be ultimately impacted with as great of density.

9) Describe how the proposed amendment enhances or has no net impact on the rural character of the city.
This amendment further provides developers with options in providing higher density mixed-use developments. This, in turn, allows the City to grow without necessarily impacting the rural areas.

10) Describe how the proposed amendment results in the creation of jobs for Casa Grande residents.
The land use category itself, Large Mixed-Use, has the potential to create jobs. The amendment itself doesn’t have a direct impact on this, however.

11) Describe how the proposed amendment provides enhanced educational opportunities for Casa Grande residents.
This amendment could enhance educational opportunities in that a Large Mixed-Use Category would be conducive to providing student housing and off-campus residential halls for students that are often associated with greater density than a typical multifamily housing situation.

12) Discuss how the specific goals, policies, and strategies are furthered by the proposed amendment.
This requested amendment will help provide a greater variety of housing options within Large Mixed-Use projects. In turn, the design and development of projects utilizing this category have the potential to enhance the quality of life in Casa Grande.

The General Plan amendment process requires two public hearings by the Planning Commission at different locations. The first public hearing, where
no action was taken was held at the Community Recreation Center on October 17, 2019.

There is not a direct fiscal impact due to the fact that for a property to be designated Large Mixed-Use, it would first need to be in an appropriate zone district (PAD) which would be further evaluated by Planning Commission and City Council at the time of a zone change request. The specific assortment and location of uses proposed in that PAD would be a better indicator of financial implications.

**Discussion:**

At this time, Mayor McFarland declared a public hearing on amending the City of Casa Grande General Plan 2020, by making certain text amendments to the Casa Grande General Plan 2020. There being no comments, Mayor McFarland declared the public hearing closed.

Responding to Council Member Huddleston, City Planner Gagliardi stated that staff requested this general plan amendment because staff realized that the large mixed-use category provides a lot more flexibility for housing products. Right now this only applies to general plan areas designated as large fixed uses. Currently, the City has only one large mixed-use category.

Council Member Herman stated that he appreciated the presentation which included comparisons. He noted that the City Council cannot provide affordable housing, but can provide the tools, such as appropriate zoning.

Mayor Pro Tempore Fitzgibbons voiced that she is pleased with the proposed general plan amendment. She noted that she learned at the 2019 National League of Cities/Towns conference that many cities thought the United States are facing issues with affordable housing products.

Council Member Kortsen stated that City cannot tell builders what to build. But, the City can encourage building the necessary housing products, by providing an amendment to the general plan, as proposed.

Council Member Powell asked for clarification relating to the requirement which states that the residential area is not to exceed 50% of the total acreage, and of that, no single land-use may exceed 70%. Is this based on the 50% that can be developed?

Responding Council Member Powell, Director Tice stated that the intention of the 70% limitation on any single land use is to make sure that the mix land use category has a mixture of land uses; e.g., commercial of 90% would not be allowed, etc. The 70% is of the entire project area, with the minimum being 320 acres. Therefore, 70% of the project area can be single land use, but not residential because it's limited to 50% - commercial and industrial could be 70%. However, there are two separate rules. For a large mixed-use project, the residential uses cannot exceed 50% - any kind of residential; e.g.,
single-family, various residential in the 50% rules, etc. But, no single land use can exceed 70%, other than residential which is limited to 50%, commercial and industrial are limited to 70%.

Council Member Powell voiced that the proposed general plan amendment is new, but it's worth a try.

Brett Wallace, City Attorney, stated that major general plan amendments require 2/3 majority vote (5 votes) of the Council to pass the resolution.

City Clerk Leija, read by title only Resolution No. 4360.23, amending the City of Casa Grande General Plan 2020 adopted by Resolution No. 4360 and subsequent amendments thereto, by making certain text amendments to the Casa Grande General Plan 2020.

Moved by Council Member Mary Kortsen, seconded by Council Member Donna McBride to approve Resolution No. 4360.23. The following vote was recorded:

**AYE:**
- Council Member Robert Huddleston
- Council Member Donna McBride
- Council Member Matthew Herman
- Council Member Mary Kortsen
- Council Member Dick Powell
- Mayor Pro Tempore Lisa Fitzgibbons
- Mayor Craig McFarland

Mayor McFarland declared Resolution No. 4360.23, passed and adopted.

**L.5**

Public Hearing and Consider Resolution No. 4360.24

Amending the City Of Casa Grande General Plan 2020, Adopted By Resolution No. 4360 and Subsequent Amendments Thereto, By Changing the Land Use Designation on Property Located South of Kortsen Road, East of Interstate 10, North of Promenade Mall, West of Mission Parkway, Casa Grande, Arizona

Jim Gagliardi, City Planner, recommended that Mayor and Council hold a public hearing and consideration of a request by AndersonBaron for the following General Plan Amendment:

a. DSA-19-00068: Casa Grande Commons- amend the land use category of Commerce & Business to Large Mixed-Use within the existing Casa Grande Commons PAD zone for 488.80 acres generally located south of Kortsen Rd., east of Interstate 10, north of Promenade Mall, west of mostly west of Mission Parkway.
City Planner Gagliardi reviewed the below information in a PowerPoint presentation.

At its November 7, 2019 meeting, Planning Commission voted to forward to City Council a recommendation to approve the Casa Grande Commons Major General Plan Amendment, DSA-19-00068 from Commerce & Business to Large Mixed-Use for 488.8 acres that lie within Casa Grande Commons PAD.

Casa Grande commons PAD, which abuts I-10 to the east and lies between Florence and Kortsen, is poised for vibrant multi-purpose development due to its location and its existing proposed mixture of land uses per its approved PAD. A significant portion of this PAD lies within the Casa Grande Commons PAD and introduce residential land use.

Residential land use within a PAD is prohibited when located within the Commerce & Business category. The Large Mixed-Use option is seen as a good fit for Casa Grande Commons as this category is designed to accommodate a well-balanced mixture of commercial and residential uses. This amendment to the General Plan would not change any of Casa Grande Commons existing uses. A future PAD amendment would have to be requested for consideration by Planning Commission and Council at a later time.

General Plan Amendment Review Criteria:
In considering applications for a Major General Plan amendment, the Planning and Zoning Commission and City Council shall find that the following review criteria set forth in the current City’s General Plan are substantially met. Through the narrative provided, the applicant explains how these criteria are met. Below is the staff’s analysis of the criteria:

1) That the proposed amendment supports the Community First Vision on the General Plan.
The Community First Vision is a very broad and general vision for the community. The Community First Vision Statement is as follows: “Casa Grande to be a City that is rich in history and resources and offers a natural, physical, and economic environment through well- planned developments and rural areas.” The amendment to the Large Mixed-Use category has the potential to create quality jobs and provide stimulating recreation, shopping, and leisure activities for the City, all of which facilitate the Community First Vision.

2) Describe how the proposed amendment furthers Smart Growth principles
   • Mix land uses

   The Casa Grande Commons PAD is approved for a mixture of land uses
that the amendment will only further enhance. The project already includes commercial and employment uses. This amendment will now enable the applicant to propose supporting residential uses to further housing choices within the community. The proposed mix of land uses is intended to be both supportive and complementary to each other.

**Take advantage of compact building design**

While specific building designs have not been determined, the fact that the Casa Grande Commons PAD is within unified control of the Walton Group, the development will ultimately be appropriately designed and scaled for efficiency as reflected within the associated design guidelines associated with project approvals.

**Foster distinctive, attractive communities with a strong sense of place**

Given the project’s location, predominantly along the east side of Interstate 10 between the interchange with Florence Blvd and future interchange with Kortsen Rd., this mixed development is poised to be a centerpiece for the community and welcoming entry point to the City.

**Preserve open space, farmland, natural beauty, and critical environmental areas**

The existing PAD as will any amendment proposed, will be connected through a network of trails and corridors to various areas. The category ensures 10% of open space for non-residential areas and 15% for residential areas that the developer can strategically apply to sensitive areas.

**Strengthen and direct development towards existing communities**

The introduction of the potential for more residential land use of varying density within this PAD will further support the Promenade Shopping Center as well as offer an attractive mixture of land uses that can be of benefit to planned neighborhoods to the east.

**Provide a variety of transportation choices**

With the project’s adjacency to Interstate 10 and prominent east-west arterial roads, this area will be conducive to the introduction of future bussing opportunities. Additionally, necessary improvements to roadways surrounding and within the development will result in the creation of 6 sidewalks and bike lanes.

**Make development decisions predictable, fair, and cost-effective**

The Project addresses a modern need for an alternative to conventional developments by promoting imaginative and innovative planning. The land use framework for the Project has been carefully crafted to ensure that land uses are appropriately planned with maximum densities and intensities.

**Encourage community and stakeholder collaboration in**
development decisions

The major General Plan amendment prompted an opportunity for stakeholder interaction, and further entitlement process through PAD amendments will foster a collaborative process.

- **Further the sustainable use of resources and materials**

Due to this project being immediately near existing roadways and utility infrastructure, and planned for a greater residential density through what’s allotted in the Large Mixed-Use category, the development will be inherently more sustainable than one that is isolated and at a considerable distance from other development.

3) Describe how the proposed amendment enhances or has no net impact on future water supplies.
Currently, it is a challenge for projects to obtain a Certificate of Assured Water Supply through the Arizona Department of Water Resources. However, said the certificate is not needed for single site developments that this Large Mixed-Use Category has the ability to provide, such as the introduction of single-family for rent products or other multi-family development.

4) Describe how the proposed amendment enhances or has no net impact on mobility and traffic congestion.
Though the scope of the amendment areas is bound by existing roadways (Kortsen to the north, Hacienda to the east, I-10 to west and Cottonwood Blvd to the south), which will an increase in traffic as a result of this amendment and development of the subsequent PAD, these roads are all arterial systems designed to accommodate large volumes of multi-lane traffic. Additionally, an internal street network will be created within the project. Due to the nature of the Large Mixed-Use category, people will have the ability to reside very close to where they work or seek entertainment and retail options lessening travel distances.

5) Describe how the proposed amendment enhances or has no net impact on the quality and quantity of publicly accessible open spaces and trails.
The Applicant correctly identifies abutting trails identified by the Casa Grande Regional Trail Master Plan. Specifically, a community trail is planned along Cottonwood Ln. The development of Casa Grande Commons will enable this trail section to be developed and will create a population of trail users that will make adjacent trails more viable and desired.

6) Discuss if the proposed amendment will result in a higher net cost to the City or its residents for City Services.
This project is not anticipated to result in a higher net cost, especially since it’s bound by existing and planned roadways and infrastructure, and any commercial development will increase tax revenue. Both residential and non-residential development will generate impact fees designed to cover the expense that development imparts on the City, such as public safety and infrastructure costs.

7) Does the proposed amendment require public investment or financing?
No.

8) Describe how the proposed amendment enhances or has no net impact
on the natural environment, including air and water quality. Many factors pertaining to impact on the natural environment, and air and water quality is determined at the time of the actual development v. at the General Plan stage; however, this amendment proposes to bring residents closer to work and commercial experiences thereby potentially lessening travel and impact the natural environment.

9) Describe how the proposed amendment enhances or has no net impact on the rural character of the city.
By concentrating density to this area, which is practical to support greater residential density due to its adjacency to Interstate 10 and arterial roadways, means potentially less farm and rural will be consumed by housing.

10) Describe how the proposed amendment results in the creation of jobs for Casa Grande residents.
As a mixed-use project that is planned for a variety of highway and business and transitional commercial uses, there is ample opportunity for job creation.

11) Describe how the proposed amendment provides enhanced educational opportunities for Casa Grande residents.
The variety of potential uses to be allowed in this mixed-use project can not only include new educational outlets, but technology jobs in potential office parks and campuses can further relationship to existing nearby educational institutions.

12) Discuss how the specific goals, policies, and strategies are furthered by the proposed amendment.

Goal C-4.7: Provide a variety of housing choices
This amendment will enable a mixture of residential housing types to be proposed.

Policy C-4.7.1: Encourage variety in neighborhood design and development patterns As a Large Mixed-Use category, the neighborhood design and development pattern is assured to be unique and dynamic, providing for a well-planned vibrant mixture of uses.

Strategy: Encourage a range of neighborhood types, densities, and building design with Planned Area Developments and throughout the City
This is an opportunity to implement creative residential housing types that are different from other product that exists within Casa Grande and throughout Pinal County.

Strategy: Encourage the design of commercial buildings that reflect differences between neighborhoods and by being sensitive to scale and massing.
The ability to create mixed-use development here will inherently result in a sensitive scale and massing to make it an attractive area for people to live, work, and play.
Goal C-13.1 envisions a community that has at least one job for every two residents and provides employment opportunities for residents of the City and the Pinal County region.

Policy C-13.1.1: Diversify the current employment base with an emphasis on attracting basic industries.

   This development with a variety of uses and potential various businesses, in an attractive Interstate 10 abutting location is likely to be a successful job attractor and incubator.

   **Strategy:** Become a member of the Greater Phoenix Economic Council to gain national and global exposure, and to benefit from business leads created by the Council.

   Though this amendment by itself doesn’t result in the above strategy being implemented, the greater Interstate presence and visibility that will occur as the City develops highway frontage areas will make itself a more attractive competitor with other Phoenix metropolitan communities.

The General Plan amendment process requires two public hearings in front of the Planning Commission in different locations. The first public hearing was held on October 17, 2019, at the Community Recreation Center where no action was taken. The second public hearing was held at the City Council Chambers on November 7, 2019.

**Discussion:**

Replying to Council Member Powell, Director Tice stated that the action tonight is for a general plan amendment - not zoning. However, if this property is granted the proposed general plan category and in the future, if the applicant comes back with an amended PAD and they introduced residential and some of the other categories, the property will be subject to the PAD residential design guidelines.

Council Member Herman voiced his support for the proposed general plan amendment.

Responding to Council Member Huddleston, City Planner Gagliardi stated the applicant would need to request a PAD amendment to introduce residential before housing could be addressed. In the PAD amendment, the first question to address would be to ask if it's compliance with the City's General Plan. If the City's General Plan doesn't change tonight and it remains as commerce and business, then the applicant could not request a PAD amendment.

Relating to the possible concerns of an existing dairy and the smells generated from the dairy, City Planner Gagliardi replied to Council Member Huddleston that if this becomes an issue, it would be addressed and evaluated at the time
of a zoning proposal.

City Clerk Leija, read by title only Resolution No. 4360.24, amending the City of Casa Grande general plan 2020, adopted by Resolution No. 4360 and subsequent amendments thereto, by changing the land use designation on property located south of Kortsen Road, east of Interstate 10, north of Promenade Mall, west of Mission Parkway, Casa Grande, Arizona.

Moved by Council Member Robert Huddleston, seconded by Council Member Mary Kortsen to approve Resolution No. 4360.24. The following vote was recorded:

AYE: Council Member Robert Huddleston
    Council Member Donna McBride
    Council Member Matthew Herman
    Council Member Mary Kortsen
    Council Member Dick Powell
    Mayor Pro Tempore Lisa Fitzgibbons
    Mayor Craig McFarland

Mayor McFarland declared Resolution No. 4630.24, passed and adopted.

L.6

**Public Hearing**

**Consider Resolution No. 4360.25**

Amending the City of Casa Grande General Plan 2020, Adopted By Resolution No. 4360 and Subsequent Amendments Thereto, By Changing the Land Use Designation on Property Located South of the Casa Grande-Maricopa Highway Between Bianco and Burris Roads, Casa Grande, Arizona

Joseph Horn, City Planner, reported that the Planning Commission on a 6-0 vote recommends City Council approve DSA-19-00072, the Major General Plan Amendment to change the General Plan Land Use category from Agriculture to Manufacturing/Industry. He noted that there is a correction to the number of acres involved in this General Plan application. The application is for approximately 1,064 acres, not 1,038.

City Planner Horn, reviewed the below information in a PowerPoint presentation.

The purpose of this application is a request of a Major General Plan Amendment on approximately 1,038 acres generally located on Southwest side of the Union Pacific Rail (“UP Rail”), bordered by Burris Road to the East, Clayton Road to the South, and Bianco Road to the West. The Proposed Amendment seeks to change the Land Use Map designation of the subject property from Agriculture to Manufacturing/Industry. Although this
property is not located within the City limits this application is being considered by the City because the property is located within the Planning Area of the City of Casa Grande. This request is intended to create consistency between the envisioned use of the Property and the General Plan Land Use Category. There is also a possibility that the City of Casa Grande will eventually annex the property.

**General Plan Amendment Review Criteria:**
Considering applications for a Major General Plan Amendment, the Planning and Zoning Commission & City Council shall find that the following review criteria set forth in the current City’s General Plan are substantially met as follows:

1) That the proposed amendment supports the Community First Vision on the General Plan.

**Applicant response:**
The Proposed Amendment furthers the Rural, Land Use, Environmental Planning and Conservation, Water and Wastewater Resources, Community Mobility, Community Amenities, Economic Development and Energy elements of the General Plan.

**Staff Response:**
The Community First Vision is a very broad and general vision for the community. The Community First Vision Statement is as follows: “Casa Grande to be a City that is rich in history and resources and offers a natural, physical, and economic environment through well-planned developments and rural areas.” With that outlined, staff concurs with the applicant that Project Coach has the potential to create quality jobs while utilizing existing infrastructure and resources existing on the site which will facilitate the Community First Vision.

2) Describe how the proposed amendment furthers Smart Growth principles. Applicant response:

- **Mix land uses**
  Smart Growth mixes land uses where it is appropriate to do so. The flip side of that is separating land uses when it is appropriate to do so. By extending large scale Industry-designated land uses to the west, the Proposed Amendment preserves the City’s ability to develop mixed land uses – Smart Growth—to the east.

- **Preserve open space, farmland, natural beauty, and critical environmental areas**
  The Site represents less than 2% of the land designated in the City’s General Plan as Rural and Agriculture and does not impact existing open space, natural beauty or critical environmental areas of the City.

- **Strengthen and direct development towards existing communities**
  The proposed Amendment will direct Manufacturing/Industry
development toward similar uses, such as the Frito-Lay and Abbott Nutrition production facilities. The existing infrastructure – Interstates 8 and 10 highways, Maricopa Highway and the UP Rail – provides an opportunity for a three-way symbiotic relationship between smart growth, local economic opportunity, and environmental stewardship.

- **Make development decisions predictable, fair, and cost-effective**
  By restocking its inventory of Manufacturing/Industry lands, the City will signal its commitment to predictable, fair and cost-effective development. Separating Industry uses from the residential uses ensures fairness and predictability. Encouragement of industrial growth adjacent to existing infrastructure facilitates cost-effective, smart growth.

- **Further the sustainable use of resources and materials**
  The Site is located adjacent to existing infrastructure, including the UP Rail, natural gas pipelines, high-voltage, and low-voltage power lines, and the Wastewater Treatment Plant. Designation of the Site as Manufacturing/Industry will encourage the further use of existing infrastructure and limit the need for additional infrastructure.

  **Staff Response:**
  Staff concurs with many of the items provided in the applicant’s response. However, the analysis was provided indicating that the site represents less than 2% of the land designated as Rural and Agriculture. The impact on the land use categories is only to the Manufacturing/Industry and Agriculture land use categories as there is no Rural represented on the site. An analysis of the changes is provided below.

3) **Describe how the proposed amendment enhances or has no net impact on future water supplies.**

  **Applicant response:**
  The proximity of the Site to the City’s Wastewater Treatment Plant will attract industries that can use recycled effluent and minimize the use of existing groundwater supplies.

  **Staff Response:**
  The applicant will be required to work closely with the Arizona Water Company to ensure that the development of the property is feasible. Further analysis of the water will be reviewed at the time of future entitlements. However, it is very probable that changing the use from Agriculture to Industrial will in itself facilitate water conservation.

4) **Describe how the proposed amendment enhances or has no net impact on mobility and traffic congestion.**

  **Applicant response:**
  The Site is adjacent to the UP Rail corridor, which can be used without an impact on mobility and traffic congestion. Industrial development typically has less impact on traffic congestion than residential development.
Staff Response:
The site is surrounded by a network of arterial roads with another arterial bisecting the site. To the north is the Union Pacific railroad. Due to the site's size, transportation will be an integral part of any future entitlements. Traffic will be reevaluated at the time of any Major Site Plan submittal.

5) Describe how the proposed amendment enhances or has no net impact on the quality and quantity of publicly accessible open spaces and trails.

Applicant response:
The Proposed Amendment will have no net impact on the quality and quantity of publicly accessible open space and trails.

Staff Response:
The City’s Regional Trail System Master Plan indicates that the site is bordered by both the Legends Trail (northwest corner) and the Casa Grande Linear Park trail system (north). Any future dedication to implementing these trail systems, if required, will be evaluated in conjunction with any future Zone Change or Site Plan submittal.

6) Discuss if the proposed amendment will result in a higher net cost to the City or its residents for City Services.

Applicant response:
Industrial uses, properly approved, add to the City’s economic base and lower the net cost of government.

Staff Response:
Staff concurs

7) Does the proposed amendment require public investment or financing?

Applicant response:
The proposed amendment does not require public investment or financing.

Staff Response:
No public investment or financing from the City is proposed at this time.

8) Describe how the proposed amendment enhances or has no net impact on the natural environment, including air and water quality.

Applicant response:
The development of the Site will not impact critical environmental areas. No specific development is being proposed by the Proposed Amendment. Impacts on the natural environment, including air and water quality, of any proposed developments, will be considered during the annexation and a rezoning process of a specific development.

Staff Response:
Staff concurs, any proposed use of the property will be evaluated at the time of future submittals.

9) Describe how the proposed amendment enhances or has no net impact on the rural character of the city.


Applicant response:
Because the Site contains less than 2% of the lands designated Rural and Agricultural in Casa Grande and is located next to existing Frito-Lay, Abbott and SRP facilities, industrial development of the Site will have virtually no net impact on the rural character of the City.

Staff Response:
Staff has been working on creating a manufacturing corridor to enhance the viability and protect the future of Casa Grande (see below). This area is a logical expansion of the Industrial corridor. However, the General Plan within its Land Use section has a strategy that states; “Discourage amendments to the Land Use Map resulting in the elimination of more than 3% of the total net acres of land respectively designated on the Land Use Map as either Agricultural or Rural, as calculated at the time of the proposed amendment.” The current proposal is creating a 3.8% reduction of the Agriculture category, and 1.5% of the combined Agricultural and Rural categories. The Manufacturing/Industry land use category is increasing by 1%. Staff feels that due to the location of the site and its proximity to the existing industrial and proposed industrial corridor, that the request is appropriate and beneficial to the City.

10) Describe how the proposed amendment results in the creation of jobs for Casa Grande residents.

Applicant response:
Designation of the Site for industrial development will attract employers who will create additional jobs for Casa Grande residents.

Staff Response:
Staff concurs, this project has the potential to create employment opportunities.

11) Describe how the proposed amendment provides enhanced educational opportunities for Casa Grande residents.

Applicant response:
The provision of additional lands for industrial development will increase the possibility that employers who are willing to contribute to educational programs that provide education and training will locate in Casa Grande.

Staff Response: The addition of industrial land will facilitate in the creation of employment opportunities. Those employment opportunities require educational training to ensure Casa Grande is able to provide a skilled workforce. Industrial areas indirectly and directly have an impact on education for the City.

12) Discuss how the specific goals, policies, and strategies are furthered by the proposed amendment.

Applicant response:
For the reasons stated above, the Proposed Amendment is a logical next step for the City of Casa Grande.
Staff Response:
Below are a few goals, policies and strategies that staff has identified that are furthered by the proposal. Policy C-13.1.1: Diversify the current employment base with an emphasis on attracting basic industries.

Goal C-13.1 envisions a community that has at least one job for every two residents and provides employment opportunities for residents of the City and the Pinal County region. The Project is anticipated to create 15,799 direct and indirect jobs, which advances this goal.

Goal C-13.2: Expand employment opportunities into higher-skilled and higher-paying jobs. The Project will provide, among others, opportunities for employment in aviation, research, and development, commerce, management. These fields are higher skilled and traditionally high paying jobs. The addition of such jobs furthers the above goal.

In summary, this proposal advances several of the General Plan goals with respect to economic development and providing quality employment opportunities. Additionally, the extension of quality and stimulating recreation, culture, shopping and leisure activities for the City will be a benefit to the City of Casa Grande residents and beyond. While no single project can meet all the goals and policies provided in the General Plan due to widely varying criteria, this project certainly strives to implement key components of the General Plan 2020.

Discussion:

At this Mayor McFarland declared a public hearing on amending the City of Casa Grande General Plan 2020, adopted by Resolution No. 4360 and subsequent amendments thereto, by changing the land use designation on property located south of the Casa Grande-Maricopa Highway between Bianco and Burris Roads. Therefore being no comments, Mayor McFarland closed the public hearing.

Council Member Powell voiced that he understands the applicant's property is north of the horse property and will not interfere with their ability to enjoy their horse property.

City Clerk Leija, read by title only Resolution No. 4360.25, amending the City of Casa Grande general plan 2020, adopted by Resolution No. 4360 and subsequent amendments thereto, by changing the land use designation on property located south of the Casa Grande-Maricopa Highway between Bianco and Burris Roads.

Moved by Council Member Matthew Herman, seconded by Council Member Dick Powell to approve Resolution No. 4360.25. The following vote was recorded:

AYE: Council Member Robert Huddleston
Council Member Donna McBride
Council Member Matthew Herman
Council Member Mary Kortsen
Council Member Dick Powell
Mayor Pro Tempore Lisa Fitzgibbons
Mayor Craig McFarland
Mayor McFarland declared Resolution No. 4360.25, passed and adopted.

L.7

Public Hearing
and
Consider Ordinance No. 1178.399
Amending Zoning Ordinance #1178 and Its Subsequent Amendments By Changing the Zoning From Garden and Light Industrial (I-1) and Urban Ranch (UR) to General Industrial (I-2) Located in Phase III of the Airport Industrial Park, Casa Grande, Arizona

Joseph Horn, City Planner, recommended Mayor and Council hold a Public hearing and consideration of a request by the City of Casa Grande, for the following land use approval for approximately +/-38 acres of land located in the western portion of the Airport Industrial Park: a. DSA-19-00133 - Zone Change from Garden and Light Industrial (I-1) and Urban Ranch (UR) to General Industrial (I-2) with Conditions of Record.

City Planner Horn, reviewed the below information in a PowerPoint presentation.

The City is requesting a Zone Change for 21 acres located in the Airport Industrial Park from Garden and Light Industrial (I-1) and UR (Urban Ranch) to General Industrial (I-2). The purpose of this request for a zone change is to attempt to make the parcel more marketable and facilitate in the development of the Airport Industrial Park. Staff has modified and eliminated some of the permitted and conditional uses to ensure and enhance the potential compatibility within the Airport Industrial Park. While drafting the Legal Description for the proposed Zone Change staff recognized an error in regards to the GIS map. Parcel number 509-81-0810 indicates that the drainage channel was excluded from the I-2 zoning when the airport was rezoned from I-1 to I-2 in September, 2010. Staff has clarified that that area was indeed zoned I-2 at that time and has removed that area from this request. This change reduces the requested acreage to +/- 21 acres.

CONFORMANCE WITH ZONE CHANGES REVIEW CRITERIA
17.68.480
In accordance with Section 17.68.480 of the Zoning Code the Planning and Zoning Commission shall consider the following in a review of Rezoning requests:

That the proposed use shall be in conformance with the General Plan;

1. The action is consistent with the City’s General Plan; including, the goals, policies and applicable elements. Among other items this request supports the following goals:

- The area for the proposed request lies within the Phase 1 (Primary

- The requested zoning of General Industrial (I-2) is appropriate in the Manufacturing/Industry land use category.

2. A rezoning conforms to the General Plan if it proposes land uses, densities or intensities within the range of identified uses, of the General Plan.

- The request for a Zone Change to I-2 is an allowable and appropriate land use within the General Plan.

3. The proposed zone change is necessary and proper at this time to meet the land use needs of the residents of the city.

- This Zone Change will be beneficial to the city as this site has the potential to attract new industrial uses in a short time frame.

Discussion:

At this time, Mayor McFarland declared a public hearing to allow comments on amending zoning Ordinance No. 1178 and its subsequent amendments by changing the zoning from garden and light industrial (I-1) and urban ranch (UR) to general industrial (I-2) located in phase III of the Airport Industrial Park. Therefore no comments, Mayor McFarland declared the public hearing closed.

Council Member Powell asked if attention will be paid to future businesses with I-1 designation; businesses who may produce pollution, haze, etc. These types of businesses would not be a good fit for the airport

Responding to Council Member Powell, Director Tice stated that with the uses eliminated, he believes that all kinds of uses that might create the issues mentioned by Mr. Powell have been eliminated. However, there is another level of assurance, which requires applicants when they proposed their site plan to go before the Airport Industrial Design Review Committee. This Committee reviews the site plans to ensure the plans are compatible with existing uses at the airport industrial park.

Mayor Pro Tempore Fitzgibbons expressed the Council's appreciation to the Planning and Zoning Commission for their hard work in reviewing and offering recommendations on tonight's various agenda items.

City Clerk Leija, read by title only Ordinance No. 1178.399, amending zoning Ordinance No. 1178 and its subsequent amendments by changing the zoning from garden and light industrial (I-1) and urban ranch (UR) to general industrial (I-2) located in phase III of the Airport Industrial Park, Casa Grande, Arizona.

Moved by Mayor Pro Tempore Lisa Fitzgibbons, seconded by Council Member Mary Kortsen to approve Ordinance No. 1178.399. The following vote was recorded:
AYE: Council Member Robert Huddleston
Council Member Donna McBride
Council Member Matthew Herman
Council Member Mary Kortsen
Council Member Dick Powell
Mayor Pro Tempore Lisa Fitzgibbons
Mayor Craig McFarland

Mayor McFarland declared Ordinance No. 1178.399, passed to a second read.

M. Executive Session

N. Reports

The Mayor and Council participated in offering the following comments and reports:

Council Member Huddleston offered comments and reported on his attendance at the following current and upcoming events:

- Attended the Lucid Ground-breaking
- Attended the Mayor’s Boards and Commissions Appreciation Dinner and acknowledged all of the members

Council Member Herman offered comments and reported on his attendance at the following current and upcoming events:

- Acknowledged Governor Ducey and the Governor of Sonora, Mexico who were in town recently for the Lucid Ground-breaking

Council Member Powell offered comments and reported on his attendance at the following current and upcoming events:

- Attended the Lucid Ground-breaking
- Attended the State of the State at the Morrison Institute
- Attended meeting with Tohono O’odham representatives who toured the rodeo grounds

Council Member McBride offered comments and reported on her attendance at the following current and upcoming events:

- Served at the Len Cholla Thanksgiving Dinner
- Attended the Mayor’s Boards and Commissions Appreciation Dinner
- Attended Shop Local Saturday
- Attended the Historic Preservation Commission Meeting for a story-telling event
- Announced for the Electric Light Parade

Council Member Kortsen offered comments and reported on her attendance at the following current and upcoming events:

- Thanked everyone for their kind words and well wishes
Mayor Pro Tempore Fitzgibbons offered comments and reported on her attendance at the following current and upcoming events:

- Attended the National League of Cities in San Antonio – sessions included: citizen interaction with cities via apps, affordable housing, homelessness and community mental/health, workforce development and downtown re-development
- Attended the Lucid Ground-breaking

Mayor McFarland offered comments and reported on his attendance at the following current and upcoming events:

- Acknowledged Donna McBride as the Mayor Pro Tempore this past year, and congratulated Lisa Fitzgibbons on her appointment
- Attended the Lucid Ground-breaking
- Attended Arizona Water Ribbon Cutting at Mission Royale
- Attending Arizona Water Company tour of the CAP canal
- (Upcoming) Realtor Professionals Round-table

O. Adjournment

Moved by Mayor Pro Tempore Lisa Fitzgibbons, seconded by Council Member Mary Kortsen to adjourn the meeting at 9:00 p.m. The following vote was recorded:

AYE: Council Member Robert Huddleston
Council Member Donna McBride
Council Member Matthew Herman
Council Member Mary Kortsen
Council Member Dick Powell
Mayor Pro Tempore Lisa Fitzgibbons
Mayor Craig McFarland
CERTIFICATION
I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of Casa Grande, Arizona held on the _____ day of _________ 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of___________, 2019

Gloria Leija, MMC
City Clerk
City Council Regular Meeting

Meeting Date: 12/16/2019

Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk

Subject:
Arts and Humanities Commission Minutes - November 5, 2019

Attachments

Minutes 11-05-19
A. Call to Order
Chairman Gonzales called the meeting to order at 4:30 p.m.

B. Roll Call
Present:
- Mary Gonzales, Chairman
- Seprina Packard, Vice Chairman
- Gloria Smith, Member
- Tiffany McQueen, Member
- Adriana Favela, Member
- Regis Sommers, Member

Absent:
- Stacey Seaman, Member

Also Present:
- Gloria Leija, City Clerk
- Karla Lange, Deputy City Clerk

C. Approval of Minutes

1. Minutes of October 1, 2019

Member Smith requested that the minutes be corrected to reflect that she did not attend the BlackBox Storytelling Event during Hispanic Heritage Month, but that she spoke with people who did and they relayed their enjoyment of the event.

Moved by Member Regis Sommers, seconded by Vice Chairman Seprina Packard to approve the Minutes from the October 1, 2019 meeting, with the requested correction, the following vote was recorded:

AYE: 
- Chairman Mary Gonzales
- Vice Chairman Seprina Packard
- Member Gloria Smith
- Member Tiffany McQueen
- Member Adriana Favela
D. Unfinished Business

1. Update Related to Community History and Archives Day

Chairman Gonzales confirmed that the event will be held on January 11, 2020, at the Community Recreation Center from 1:30 - 3:30 p.m. in the Community Room. This event will be co-sponsored with the La Familia Initiative. She conveyed that Nancy Gedoy, who is coordinating the event from ASU will be providing a publicity flyer, which will list the Casa Grande Arts and Humanities Commission as a co-sponsor, which will allow promotion on the city's website and social media outlets.

Responding to City Clerk Leija, Chairman Gonzales agreed to reach out to the Museum to see if there is an opportunity to collaborate on this event.

2. Update Related to Hispanic Heritage Month

City Clerk Leija provided an update related to the events of the 2019 Hispanic Heritage Month events via a Powerpoint presentation to the Commission, attached as Exhibit A.

City Clerk Leija noted that the displays in the City Hall lobby of the maracas, the masks and the pinatas were very well received, and conveyed that there will likely be opportunities in the future to host displays in this space. She reported that the displays also traveled to the library, the Historical Museum, a local church, and the airport.

Member Sommers reported that the maracas project were made with gourds purchased locally and decorated by children and the Hispanic women's group from Seeds of Hope. They performed songs from the movie "Coco" at the Historical Museum and had a large turn out to watch the performance. Overall, she felt the the project and performance was a great success.

Chairman Gonzales reported that she attended the Mariachi performance at the Frank Davidson auditorium. She had hoped for a larger attendance, but felt that a different venue might help attendance at future events. Chairman Gonzales was very pleased with the first year of the Hispanic Heritage Month celebration and noted that the Commission should feel very proud for all of their efforts.
Member Sommers conveyed that as she was entering City Hall, Council Member Powell stopped her and commended her and the Commission on all of their efforts over the past year.

E. New Business


City Clerk Leija reported that she would be providing a verbal report related to the financials this month to the Commission, and will request a written report from Finance for the next meeting. She noted that the Commission started the year with $14,237.00, which included $2,328.56 in carry-over from the Tohono O'odham Grant received in FY2019. To date, the Commission had awarded $4,014.98 in school mini grants, which utilized all of the carry-over grant money, and included $1,686.42 from the Commission's operating budget. In addition, the Commission awarded $1,000.00 to the Cesar E. Chavez Memorial Scholarship Foundation to co-sponsor the Dia de Los Muertos event. This leaves the Commission with a remainder of $9,222.02.

City Clerk Leija noted that the Commission has two (2) events coming up, including the Plein Air Event and the 10-Minute Play, which will cost the Commission approximately $4,000.00. At the next meeting, the Commission will consider whether they want to offer Partnership grants.

City Clerk Leija reported that there were over 300 attendees at the Dia de Los Muertos event, which included events that encouraged family interaction, including face-painting, which allowed the parents to paint their children's faces. Other events included skeleton making, creating Mexican flowers, games as well as food for the attendees. The event was free for families, but requested a donation of canned goods for the CAC Student Food Pantry.
2. Consider Approving a Calendar for the 2020 Plein Air Event and Offer Recommendations for the Event

City Clerk Leija presented the proposed calendar for the Plein Air Event to the Commission, and reported that staff would be mailing out the save-the-date notices to previous participants as well as notifying Phoenix and Tucson art associations, local art contacts, and partner organizations. This notice will also be posted on the City's website and advertised on social media. Additionally, City Clerk Leija conveyed that she would reach out to area art teachers in the various schools to invite them to participate in the event.

City Clerk Leija requested the Commission confirm their availability for the proposed date of February 22, 2020, by the end of the week. She noted that the Commission will select the Judges for the event at the next meeting. By consensus, the Commission members agreed to accept the calendar for the Plein Air event.

City Clerk Leija suggested that the Commission discuss ideas at the next meeting to promote the event to more outside groups to come and view the paintings at the reception and possibly create interest in purchasing the art.

3. Update on 2019 Mayor's Boards and Appreciation Dinner

City Clerk Leija conveyed to the Commission that the Mayor's Annual Boards and Commissions Appreciation Dinner is scheduled for Tuesday, November 19, 2019 at 6:00 p.m. at The Property. All Commission members in attendance at today's meeting indicated they would all be attending the event. City Clerk Leija noted that it would be a different format this year from past years, as the Mayor has invited Judge William O'Neil to speak on volunteerism.

F. Reports by Commission Members

Member Smith and Member Sommers reported that the CG Mosaic Fesital at the Art Museum was a great event, and art is still being displayed from the event.

Chairman Gonzales reported that she was disappointed to have missed the "Calendar Girls" performance at Blackbox.
G. **Call to the Public**
None

H. **Adjournment**
Chairman Gonzales adjourned the meeting at 5:05 p.m.

____________________________
Chairman
Exhibit A
Casa Grande Arts & Humanities Commission

Hispanic Heritage Month
Casa Grande Art Museum
Casa Grande Art Museum
Casa Grande Art Museum
Seeds of Hope
Boys and Girls Club Piñatas
Subject:
Claims - November 27-December 10, 2019

Attachments

Checklist Payment of Claims
# CITY OF CASA GRANDE ACCOUNTS PAYABLE CHECKS

## INVOICE DETAIL REPORT

**CLAIMS FOR 27-NOV-2019 THROUGH 10-DEC-2019**

| Check Count: 160 | Check Run Total: $646,586.73 |

## 12/5/2019

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Vendor Total: $201.87

### ALLSTREAM

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<tr>
<td>16503513 12/05/19</td>
<td>$112.66</td>
<td>Finance</td>
<td>Animal Control</td>
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Vendor Total: $112.66

### ALTEC INDUSTRIES INC

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<tbody>
<tr>
<td>50424002</td>
<td>$586.00</td>
<td>Parks</td>
<td>Service Call Bucket Truck Lift Repairs.</td>
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Vendor Total: $586.00

### AMERICAN AIR FILTER COMPANY, INC.

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<tbody>
<tr>
<td>91405676</td>
<td>$151.74</td>
<td>Facilities Services</td>
<td>Filters for City Facilities. Invoice # 91450676</td>
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Vendor Total: $151.74
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<tbody>
<tr>
<td>131185</td>
<td>$46.80</td>
<td>City Clerk</td>
<td>Online Code Edits Invoice #0131185</td>
<td>$478.80</td>
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<tr>
<td>313329</td>
<td>$432.00</td>
<td>City Clerk</td>
<td>Online Code Edits Invoice #0313329</td>
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**ANGIE MCKINLAY**

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<tr>
<td>2001236</td>
<td>$10.00</td>
<td>Finance</td>
<td>Over payment of CRC membership fee</td>
<td>$10.00</td>
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**ANIXTER INC**

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</thead>
<tbody>
<tr>
<td>21k115973</td>
<td>$247.25</td>
<td>Facilities Services</td>
<td>Parts and supplies for locksmithing</td>
<td>$310.91</td>
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<tr>
<td>21K116193</td>
<td>$63.66</td>
<td>Facilities Services</td>
<td>Parts and supplies for locksmithing</td>
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**APCO INTERNATIONAL, INC.**

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<tbody>
<tr>
<td>609360</td>
<td>$2,250.00</td>
<td>Fire</td>
<td>Certified Public Safety Executive registration</td>
<td>$2,250.00</td>
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**AQUA CHILL OF SCOTTSDALE INC AC #13**

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<tbody>
<tr>
<td>13022253</td>
<td>$64.86</td>
<td>Fire</td>
<td>Monthly rental and maintenance- Acct #15685</td>
<td>$64.86</td>
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**ARIZONA BLUE STAKE, INC.**

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<tbody>
<tr>
<td>2019-AM1300</td>
<td>$311.26</td>
<td>Public Works</td>
<td>Monthly Assessment for Pinal County - CASAALL09 INV:2019-AM1300 DOI: 10/31/2019</td>
<td>$311.26</td>
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**ARIZONA CONTROL SPECIALIST, INC.**

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<tr>
<td>INV9292</td>
<td>$1,380.21</td>
<td>Facilities Services</td>
<td>HVAC system controls maintenance for FY20. This covers all buildings currently using the Delta control EMS system.</td>
<td>$1,380.21</td>
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**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**

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<tbody>
<tr>
<td>0000310691X</td>
<td>$1,082.68</td>
<td>Water</td>
<td>ADEQ INV# 0000310691X DOI: 10/30/2019 MAP Monitoring Assistance Program</td>
<td>$1,082.68</td>
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**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

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<tbody>
<tr>
<td>10/01-10/31/19</td>
<td>$39.35</td>
<td>City Court</td>
<td>Remittance for October 2019</td>
<td>$39.35</td>
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<tr>
<td>Invoice #</td>
<td>Amount</td>
<td>Department</td>
<td>Description of Invoice</td>
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<tr>
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<td>------------------------------------------------------------</td>
<td></td>
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<tr>
<td>7503973</td>
<td>$224.30</td>
<td>Sanitation</td>
<td>Gloves, ear plugs and safety glasses</td>
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<td></td>
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**ARIZONA GLOVE & SAFETY INC.**

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<tr>
<td>D2-135764</td>
<td>$682.22</td>
<td>Wastewater</td>
<td>Blower oil INV_D2-135764 DOI: 11/19/2019</td>
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<td></td>
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<td>Vendor Total: $682.22</td>
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**ARIZONA PUBLIC SERVICE**

<table>
<thead>
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<tbody>
<tr>
<td>00487500000</td>
<td>$62.24</td>
<td>Finance</td>
<td>1413 N Trekell Rd</td>
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<tr>
<td>00547000000</td>
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<td>Finance</td>
<td>700 N Henness Rd</td>
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<td>01290000000</td>
<td>$38.20</td>
<td>Finance</td>
<td>1638 E Carolyn Way</td>
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<td>03361610000</td>
<td>$106.69</td>
<td>Finance</td>
<td>1778 E Florence Blvd</td>
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<tr>
<td>04897210000</td>
<td>$37.80</td>
<td>Finance</td>
<td>349 N Peart Rd</td>
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<tr>
<td>05541210000</td>
<td>$1,198.92</td>
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<td>900 N Amarillo St</td>
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<tr>
<td>06631010000</td>
<td>$101.97</td>
<td>Finance</td>
<td>510 E Florence Blvd Unit 2</td>
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<tr>
<td>10849800000</td>
<td>$69.88</td>
<td>Finance</td>
<td>404 E Florence Blvd</td>
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<tr>
<td>16003310000</td>
<td>$69.55</td>
<td>Finance</td>
<td>1400 N Pinal Ave</td>
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<tr>
<td>18123410000</td>
<td>$86.08</td>
<td>Finance</td>
<td>2300 E Tanger Dr Signal</td>
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<tr>
<td>18267400000</td>
<td>$66.44</td>
<td>Finance</td>
<td>1200 E Florence Blvd</td>
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<tr>
<td>23084210000</td>
<td>$90.17</td>
<td>Finance</td>
<td>701 N Arizola Rd</td>
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<td>24174010000</td>
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<td>2612 W Gila Bend Hwy C</td>
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<td>28811600000</td>
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<td>29901400000</td>
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<td>32742100000</td>
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<td>33772400000</td>
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<td>38282900000</td>
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<td>38534200000</td>
<td>$37.55</td>
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<td>39372700000</td>
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<td>52079310000</td>
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<td>52214683300</td>
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<td>56716900000</td>
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<td>1130 E Trinity Pk</td>
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<td>57469800000</td>
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<td>Finance</td>
<td>1115 N Brown Ave Pool 1</td>
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<td>58559600000</td>
<td>$66.50</td>
<td>Finance</td>
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<td>61677700000</td>
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<td>Acct #6167770000 for CG City Court 10/18 to 11/18/19</td>
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<td>801 N Gilbert Ave</td>
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<td>66394510000</td>
<td>$71.99</td>
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<td>1301 E Florence Blvd</td>
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<td>76092700000</td>
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<td>Finance</td>
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<td>76439500000</td>
<td>$106.17</td>
<td>Finance</td>
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<td>79362100000</td>
<td>$11,847.97</td>
<td>Finance</td>
<td>2612 W Gila Bend Hwy B</td>
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### ARIZONA PUBLIC SERVICE (continued)

<table>
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<td>8139040000 12/5/19</td>
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<td>900 N Amarillo St</td>
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<td>8146779475 12/05/19</td>
<td>$61.96</td>
<td>Finance</td>
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<td>8194450000 12/5/19</td>
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<td>9087911000 12/5/19</td>
<td>$1,382.11</td>
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<td>1000 N Casa Grande Ave</td>
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<td>9647941000 12/5/19</td>
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<td>803 W Melrose Dr</td>
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<tr>
<td>9893641000 12/5/19</td>
<td>$67.85</td>
<td>Finance</td>
<td>707 N Pinal Ave</td>
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<td>9968931000 12/5/19</td>
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<td>401 E McMurray Blvd</td>
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**Vendor Total:** $40,614.83

### ARIZONA STATE TREASURER

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<td>43739</td>
<td>$40,019.49</td>
<td>City Court</td>
<td>Remittance for October 2019</td>
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**Vendor Total:** $40,019.49

### ARIZONA WATER COMPANY

<table>
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<tbody>
<tr>
<td>10111819</td>
<td>$36.16</td>
<td>Finance</td>
<td>Act #041-6899903-1 Monthly Service Charge-November 2019 for Fire Sprinkler water service at Casa Grande Training Facility and Performance Institute</td>
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**Vendor Total:** $36.16

### ARIZONA WATER COMPANY

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<tr>
<td>02080 12/05/19</td>
<td>$3,678.75</td>
<td>Finance</td>
<td>Sierra PK Retention</td>
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<td>02710 12/05/19</td>
<td>$27.70</td>
<td>Finance</td>
<td>Irrigation PkView 3</td>
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<td>03070 12/05/19</td>
<td>$2,151.97</td>
<td>Finance</td>
<td>College Park-Park</td>
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<tr>
<td>08350 12/05/19</td>
<td>$1,087.84</td>
<td>Finance</td>
<td>5200 N Chui Chu Rd-Landfill</td>
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<td>08360 12/05/19</td>
<td>$525.23</td>
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<td>5200 N Chu Chu Rd</td>
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<td>08370 12/05/19</td>
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<td>Chu-Chu Hwy-Dump</td>
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<td>12695-1 12/05/19</td>
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<td>13913 12/05/19</td>
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<td>13942-2 12/05/19</td>
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<td>13943 12/05/19</td>
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<td>830 N Picacho St</td>
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<td>13944 12/05/19</td>
<td>$239.37</td>
<td>Finance</td>
<td>Picacho Dr/Auditorium</td>
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<td>13946 12/05/19</td>
<td>$37.83</td>
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<td>375 E 9th St-FS</td>
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<td>13985 12/05/19</td>
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<td>13990 12/05/19</td>
<td>$228.62</td>
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<td>10th St &amp; CG Ave-Kiwanis/United Way</td>
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<td>14154 12/05/19</td>
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<td>14520 12/5/19</td>
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<td>Gilbert &amp; McMurray</td>
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<tr>
<td>15355 12/05/19</td>
<td>$225.54</td>
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<td>Little League Park</td>
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<td>15665 12/05/19</td>
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<td>Trekell &amp; 9th Place</td>
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<tr>
<td>16300 12/05/19</td>
<td>$1,197.74</td>
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<td>17575 12/05/19</td>
<td>$7,190.74</td>
<td>Finance</td>
<td>Wildflower Sub/McMurr &amp; Caroline Wy</td>
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<tr>
<td>18604 12/05/19</td>
<td>$126.68</td>
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<td>Troy Glaus Field</td>
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<tr>
<td>19990-2 12/05/19</td>
<td>$3,417.93</td>
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<td>Rodeo Rd/W Santa Rosa</td>
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<tr>
<td>19995-2 12/05/19</td>
<td>$1,775.98</td>
<td>Finance</td>
<td>Rodeo Rd/W Santa Rosa</td>
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<tr>
<td>20240 12/05/19</td>
<td>$28.17</td>
<td>Finance</td>
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<td>20895 12/05/19</td>
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<td>Finance</td>
<td>1479 E 9th Street</td>
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### ARIZONA WATER COMPANY (continued)

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
<th>Department</th>
<th>Description of Invoice</th>
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<tbody>
<tr>
<td>20900 12/05/19</td>
<td>$80.99</td>
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<tr>
<td>26550 12/05/19</td>
<td>$3,967.22</td>
<td>Finance</td>
<td>1115 N Brown</td>
</tr>
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<td>26552 12/05/19</td>
<td>$3,221.19</td>
<td>Finance</td>
<td>1115 N Brown Splash Pad</td>
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<td>27516 12/5/19</td>
<td>$225.54</td>
<td>Finance</td>
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<td>29994-1 12/05/19</td>
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<td>Palm Parke Boulevard</td>
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<td>29995-5 12/05/19</td>
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<td>29996-1 12/05/19</td>
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<tr>
<td>29999-1 12/05/19</td>
<td>$225.54</td>
<td>Finance</td>
<td>Palm Park</td>
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<tr>
<td>31023-1 12/05/19</td>
<td>$226.04</td>
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<td>Park W Pamela Avenue</td>
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<tr>
<td>32069-1 12/05/19</td>
<td>$927.18</td>
<td>Finance</td>
<td>Brown/Palm Park Blvd</td>
</tr>
<tr>
<td>35360-1 12/05/19</td>
<td>$372.34</td>
<td>Finance</td>
<td>Rotary Pk Trekell Rd</td>
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<tr>
<td>48690 12/05/19</td>
<td>$74.74</td>
<td>Finance</td>
<td>1450 N Sandalwood</td>
</tr>
<tr>
<td>49115 12/05/19</td>
<td>$80.30</td>
<td>Finance</td>
<td>Clements &amp; Sandelwood</td>
</tr>
<tr>
<td>49450 12/05/19</td>
<td>$85.50</td>
<td>Finance</td>
<td>1701 E McMurray Blvd</td>
</tr>
<tr>
<td>50739 12/05/19</td>
<td>$1,644.21</td>
<td>Finance</td>
<td>349 N Peart Rd</td>
</tr>
<tr>
<td>60000 12/05/19</td>
<td>$70.49</td>
<td>Finance</td>
<td>1504 N Mimosa Way</td>
</tr>
<tr>
<td>70400-1 12/05/19</td>
<td>$389.71</td>
<td>Finance</td>
<td>Rancho Grande Park</td>
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**Vendor Total:** $37,415.25

### ASPC-FLORENCE

<table>
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<tbody>
<tr>
<td>A04100 20191024</td>
<td>$211.50</td>
<td>Parks</td>
<td>Inmate work program</td>
</tr>
<tr>
<td>a04107b 20191030</td>
<td>$31.50</td>
<td>Fleet Services</td>
<td>INMATE LABOR (10/31/19). ALBERT ALEMAN (27), MICHAEL ROSI (36)</td>
</tr>
<tr>
<td>A04108 20191030</td>
<td>$49.50</td>
<td>Streets</td>
<td>ASPC Services INV# A04108 20191030 DOI 11/01/2019 North Unit - A04 Batch# 108- 10/25/2019 Inmates: T. ELVENDAHL, C.HILL, R. HOPE</td>
</tr>
<tr>
<td>A04110 20191030</td>
<td>$90.00</td>
<td>Parks</td>
<td>Inmate work program</td>
</tr>
<tr>
<td>A04170A 20191030</td>
<td>$36.00</td>
<td>Sanitation - Collections</td>
<td>CG Litter Control, DOI-11/1/2019 Invoice#A04107A 20191030 North Unit - A04 Batch# 107A-10/25/2019 Inmates:A. Lozano, S. McQuaide, B. Robbins</td>
</tr>
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**Vendor Total:** $418.50

### AUTOMOTIVE SUPPLY CO.

<table>
<thead>
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<th>Invoice #</th>
<th>Amount</th>
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<tbody>
<tr>
<td>132297</td>
<td>$113.46</td>
<td>Sanitation - Landfill</td>
<td>DEF fluid for landfill equipment</td>
</tr>
<tr>
<td>132539</td>
<td>$158.23</td>
<td>Sanitation - Landfill</td>
<td>DEF fluid for landfill equipment</td>
</tr>
<tr>
<td>132919</td>
<td>$158.23</td>
<td>Sanitation - Landfill</td>
<td>DEF Month of November</td>
</tr>
<tr>
<td>132995</td>
<td>$2.17</td>
<td>Sanitation - Landfill</td>
<td>DEF Month of November</td>
</tr>
<tr>
<td>133029</td>
<td>$39.93</td>
<td>Sanitation - Landfill</td>
<td>DEF Month of November</td>
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**Vendor Total:** $472.02

### AZ CANDY WAREHOUSE

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</thead>
<tbody>
<tr>
<td>2019-3</td>
<td>$105.81</td>
<td>Community Services</td>
<td>Cane Canes for Winter Wonderland</td>
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**Vendor Total:** $105.81
### AZ EZ PIGEONS

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<thead>
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<th>Department</th>
<th>Description of Invoice</th>
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</thead>
<tbody>
<tr>
<td>1029</td>
<td>$175.00</td>
<td>City Manager</td>
<td>INV# 1029 Pigeon Removal City Hall Main East Parking Garage</td>
</tr>
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Vendor Total: $175.00

### AZ NEW HORIZON REALTY, LLC

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<thead>
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<tbody>
<tr>
<td>ANH-11-21-19</td>
<td>$613.80</td>
<td>Sun Corridor MPO</td>
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Vendor Total: $613.80

### AZ VETERINARY DENTAL SPECIALIST

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<tbody>
<tr>
<td>203691</td>
<td>$2,456.26</td>
<td>Police</td>
<td>Invoice #203691 &amp; 204500 Dental cleaning and work for Floki &amp; Angel</td>
</tr>
<tr>
<td>204500</td>
<td>$1,348.76</td>
<td>Police</td>
<td>Invoice #203691 &amp; 204500 Dental cleaning and work for Floki &amp; Angel</td>
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Vendor Total: $3,805.02

### B&B SELECTCOM, INC.

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<thead>
<tr>
<th>Invoice #</th>
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</thead>
<tbody>
<tr>
<td>62079</td>
<td>$35.00</td>
<td>Fire</td>
<td>Headset repair. Invoice 62079</td>
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Vendor Total: $35.00

### BBAR ENTERPRISES LLC

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
<th>Department</th>
<th>Description of Invoice</th>
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</thead>
<tbody>
<tr>
<td>634 Ignacio 12/05/19</td>
<td>$300.00</td>
<td>Housing</td>
<td>634 Ignacio, Julian &amp; Raquel at 1137 E. 2nd Street. Rehab Project Consulting (10/03/19-10/28/19)</td>
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Vendor Total: $300.00

### BEE GEE PLUMBING

<table>
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<tr>
<th>Invoice #</th>
<th>Amount</th>
<th>Department</th>
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</thead>
<tbody>
<tr>
<td>43783</td>
<td>$110.00</td>
<td>Facilities Services</td>
<td>Plumbing repairs for the City</td>
</tr>
<tr>
<td>43784</td>
<td>$120.00</td>
<td>Facilities Services</td>
<td>Plumbing repairs for the City</td>
</tr>
<tr>
<td>43787</td>
<td>$128.52</td>
<td>Facilities Services</td>
<td>Plumbing repairs for the City</td>
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Vendor Total: $358.52

### BETSY ROSS FLAG GIRL, INC.

<table>
<thead>
<tr>
<th>Invoice #</th>
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<th>Description of Invoice</th>
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</thead>
<tbody>
<tr>
<td>849364-P</td>
<td>$1,306.32</td>
<td>Facilities Services</td>
<td>12 US flags and 12 Arizona State Flags invoice # 849364-P</td>
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Vendor Total: $1,306.32

### BINGHAM EQUIPMENT CO.

<table>
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<tr>
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<tbody>
<tr>
<td>5575-198299</td>
<td>$19.69</td>
<td>Parks</td>
<td>Parts.</td>
</tr>
<tr>
<td>5575-198340</td>
<td>$9.60</td>
<td>Parks</td>
<td>Parts.</td>
</tr>
<tr>
<td>P58091</td>
<td>$55.21</td>
<td>Parks</td>
<td>Parts.</td>
</tr>
<tr>
<td>P58273</td>
<td>$23.59</td>
<td>Parks</td>
<td>Parts.</td>
</tr>
<tr>
<td>P58287</td>
<td>$61.66</td>
<td>Parks</td>
<td>Parts.</td>
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<tr>
<td>P58288</td>
<td>$110.65</td>
<td>Parks</td>
<td>Parts.</td>
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<tr>
<td>P58293</td>
<td>$52.48</td>
<td>Parks</td>
<td>Parts.</td>
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Vendor Total: $332.88
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<tbody>
<tr>
<td>6420</td>
<td>$275.44</td>
<td>Police</td>
<td>Invoice #006420 Lock Box Forms &amp; Home Alone Forms</td>
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</tbody>
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**Vendor Total:** $275.44

**BRENNTAG PACIFIC INC**

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
<th>Department</th>
<th>Description of Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>BPI3224</td>
<td>$3,316.69</td>
<td>Wastewater</td>
<td>Sodium bisulfite for de-chlorination SODIUM BISFULFITE 38-40% NSF &gt;A BLK INV# BPI3224 DOI: 11/22/2019</td>
</tr>
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**Vendor Total:** $3,316.69

**BROWN'S WELDING SUPPLY**

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
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<th>Description of Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>111242</td>
<td>$16.73</td>
<td>Parks</td>
<td>Cutting &amp; Grinding wheels.</td>
</tr>
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</table>

**Vendor Total:** $16.73

**BRUTINEL PLUMBING**

<table>
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<tr>
<th>Invoice #</th>
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</thead>
<tbody>
<tr>
<td>142518</td>
<td>$170.00</td>
<td>Facilities Services</td>
<td>Snake out drain line at the proshop after hours call. Invoice 142518</td>
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**Vendor Total:** $170.00

**C&C ENGRAVING**

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<th>Department</th>
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<tbody>
<tr>
<td>33201</td>
<td>$29.82</td>
<td>Police</td>
<td>Invoice #33201 - 3 engraved name badges</td>
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**Vendor Total:** $29.82

**Cali-Fame of Los Angeles, Inc.**

<table>
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<th>Description of Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>133451</td>
<td>$272.00</td>
<td>Golf</td>
<td>Merchandise for resale</td>
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**Vendor Total:** $272.00

**Canyon State Wireless, Inc.**

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
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<th>Description of Invoice</th>
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</thead>
<tbody>
<tr>
<td>1390494</td>
<td>$378.00</td>
<td>Police</td>
<td>Invoice #1390494 Install new lights on 2513</td>
</tr>
<tr>
<td>1390496</td>
<td>$542.67</td>
<td>Sanitation - Landfill</td>
<td>Installation of a 2 way radio in unit #589</td>
</tr>
<tr>
<td>1390509</td>
<td>$606.50</td>
<td>Sanitation - Landfill</td>
<td>Installation of a 2 way radio in unit #589</td>
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**Vendor Total:** $1,527.17

**CARDITA**

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<th>Department</th>
<th>Description of Invoice</th>
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</thead>
<tbody>
<tr>
<td>12/01-12/06/19</td>
<td>$308.00</td>
<td>Finance</td>
<td>Food Per Diem 12/01-12/06/19 5 Day Basic Criminal Investigation &amp; New Detective Training</td>
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**Vendor Total:** $308.00

**CASA GRANDE RENT A CAN**

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<th>Amount</th>
<th>Department</th>
<th>Description of Invoice</th>
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**Vendor Total:** $76.44
### CASA GRANDE VALLEY NEWSPAPERS INC.

<table>
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</thead>
<tbody>
<tr>
<td>1033</td>
<td>$25.00</td>
<td>Library</td>
<td>EE &amp; FR subscription</td>
</tr>
<tr>
<td>1033-1</td>
<td>$34.00</td>
<td>Library</td>
<td>EE &amp; FR subscription</td>
</tr>
<tr>
<td>57756</td>
<td>$101.80</td>
<td>Community Services</td>
<td>Event Ads</td>
</tr>
<tr>
<td>57761</td>
<td>$50.90</td>
<td>Community Services</td>
<td>Event Ads</td>
</tr>
<tr>
<td>59437</td>
<td>$14.22</td>
<td>Streets</td>
<td>Open House publication INV# 59437 DOI: 10/25/2019</td>
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<tr>
<td>60089</td>
<td>$101.80</td>
<td>Community Services</td>
<td>Event Ads</td>
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**Vendor Total:** $327.72

### CDW GOVERNMENT, INC.

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<th>Description of Invoice</th>
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</thead>
<tbody>
<tr>
<td>Q-KZNM466</td>
<td>$21,984.54</td>
<td>IT - Tech Support &amp; Data Mgmt</td>
<td>Mobile Technology Replacement Program: Panasonic ToughBook CF-31 Batch (Q4) CDW-G Quote: KZNM466 Invoice #VQJ0794 11/05/19 $16,584.83 Invoice #VRS3531 11/11/19 $2,898.95 Invoice #VTX3620 11/20/19 $2,500.76</td>
</tr>
<tr>
<td>VSH9200</td>
<td>$13,288.70</td>
<td>IT - Network &amp; GIS</td>
<td>Software License Correction CDW-G Quote: KXNS671</td>
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<tr>
<td>VTM5501</td>
<td>$25,602.58</td>
<td>IT - Tech Support &amp; Data Mgmt</td>
<td>Computer Replacement Program: Dell Laptop Batch (Q19) CDW-G Quote: KZNM943</td>
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**Vendor Total:** $60,875.82

### CENTRAL ARIZONA SUPPLY

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<tbody>
<tr>
<td>4274619-00</td>
<td>$86.48</td>
<td>Sanitation - Landfill</td>
<td>1 1/2 schedule 40 pvc for tarps</td>
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**Vendor Total:** $86.48

### CENTURYLINK

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<tbody>
<tr>
<td>374-2378 12/05/19</td>
<td>$98.31</td>
<td>Finance</td>
<td>Public Safety</td>
</tr>
<tr>
<td>374-2764 12/05/19</td>
<td>$73.10</td>
<td>Finance</td>
<td>Telephone</td>
</tr>
<tr>
<td>426-3616 12/05/19</td>
<td>$114.03</td>
<td>Finance</td>
<td>Airport Telephone</td>
</tr>
<tr>
<td>426-3674 12/05/19</td>
<td>$35.00</td>
<td>Finance</td>
<td>Data Modems</td>
</tr>
<tr>
<td>426-3885 12/05/19</td>
<td>$159.94</td>
<td>Finance</td>
<td>Parks Maintenance</td>
</tr>
<tr>
<td>426-9087 12/05/19</td>
<td>$35.98</td>
<td>Finance</td>
<td>Telephone</td>
</tr>
<tr>
<td>876-0015 12/05/19</td>
<td>$35.00</td>
<td>Finance</td>
<td>City Hall Solar Panels</td>
</tr>
<tr>
<td>876-0823 12/05/19</td>
<td>$33.70</td>
<td>Finance</td>
<td>Palm Island Family Park</td>
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<td>876-2897 12/05/19</td>
<td>$35.00</td>
<td>Finance</td>
<td>City Hall Solar Panels</td>
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<tr>
<td>876-4671 12/05/19</td>
<td>$70.37</td>
<td>Finance</td>
<td>Landfill Line 3</td>
</tr>
<tr>
<td>876-4762 12/05/19</td>
<td>$35.98</td>
<td>Finance</td>
<td>IT Telephone</td>
</tr>
<tr>
<td>876-4792 12/05/19</td>
<td>$35.98</td>
<td>Finance</td>
<td>IT Telephone</td>
</tr>
<tr>
<td>876-9040 12/05/19</td>
<td>$35.98</td>
<td>Finance</td>
<td>NOC Solar Panels</td>
</tr>
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<td>876-9056 12/05/19</td>
<td>$35.00</td>
<td>Finance</td>
<td>City Hall Solar Panels</td>
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<tr>
<td>876-9104 12/05/19</td>
<td>$35.98</td>
<td>Finance</td>
<td>PD Communications Bldg Solar Panel</td>
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**Vendor Total:** $869.35

### CHOICES TREAD RETREADING LLC

<table>
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<tbody>
<tr>
<td>16240</td>
<td>$932.64</td>
<td>Fleet Services</td>
<td>RETREAD TIRES</td>
</tr>
<tr>
<td>16253</td>
<td>$964.80</td>
<td>Fleet Services</td>
<td>RETREAD TIRES</td>
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**Vendor Total:** $1,897.44
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<th>Department</th>
<th>Description of Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>43806</td>
<td>$450.00</td>
<td>Community Services</td>
<td>Santa for Winter Wonderland and ELP parade</td>
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Vendor Total: $450.00

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<tbody>
<tr>
<td>5015245396</td>
<td>$117.55</td>
<td>Parks</td>
<td>First aid.</td>
</tr>
<tr>
<td>5015397431</td>
<td>$121.91</td>
<td>Parks</td>
<td>First aid.</td>
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Vendor Total: $239.46

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<th>Department</th>
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</thead>
<tbody>
<tr>
<td>CAS/029894</td>
<td>$4,591.21</td>
<td>Parks</td>
<td>Neighborhood Park Improvements Lighting.</td>
</tr>
<tr>
<td>CAS/029944</td>
<td>$209.19</td>
<td>Parks</td>
<td>Neighborhood Park Improvements Lighting.</td>
</tr>
<tr>
<td>CAS/030088</td>
<td>$4,260.25</td>
<td>Wastewater</td>
<td>VFD for BFP #2 INV# CAS/030088 DOI: 11/22/2019</td>
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Vendor Total: $9,060.65

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<th>Invoice #</th>
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<th>Department</th>
<th>Description of Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>19038</td>
<td>$2,515.00</td>
<td>Facilities Services</td>
<td>Repairs to the Grande Sports world roof. Invoice 19038</td>
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Vendor Total: $2,515.00

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
<th>Department</th>
<th>Description of Invoice</th>
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</thead>
<tbody>
<tr>
<td>19-02-002</td>
<td>$71,628.74</td>
<td>Library</td>
<td>Library improvement project</td>
</tr>
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Vendor Total: $71,628.74

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<td>222658501 12/05/19</td>
<td>$1,610.00</td>
<td>Library</td>
<td>Monthly Internet-Main 001 8501 222658501</td>
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<td>2201</td>
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<td>Invoice #2201 Washing Police Cars</td>
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Vendor Total: $4,700.00

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<td>8214</td>
<td>$2,435.00</td>
<td>Facilities Services</td>
<td>DPSAC Bathroom ceiling repairs. Invoice #8214</td>
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<tr>
<td>1103</td>
<td>$590.00</td>
<td>Planning &amp; Development</td>
<td>ABATEMENT - corner Crane/Melrose</td>
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<td>1104</td>
<td>$810.00</td>
<td>Planning &amp; Development</td>
<td>ABATEMENT - 745 W Ocotillo</td>
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<td>1106</td>
<td>$520.00</td>
<td>Planning &amp; Development</td>
<td>ABATEMENT - City easement along bike path at west end of Ocotillo</td>
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<td>19217825 111519</td>
<td>$128.17</td>
<td>Public Works</td>
<td>Bottle water service and water dispenser rental fees for all PW Divisions at NOC, WW, and Landfill Inv. 19217825 111519 DOI 11-15-19.</td>
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<td>19592665 111519</td>
<td>$37.08</td>
<td>Public Works</td>
<td>Coffee Supplies for all PW Divisions at NOC, WW, and Landfill Inv. 19592665 111519 DOI 11-15-19. Inv #3858069110219 Delivered bottled water for CG City Court</td>
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<td>3858069 110219</td>
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<td>7694356 090719</td>
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<td>7694356 100519</td>
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<td>22769</td>
<td>$341.14</td>
<td>Golf</td>
<td>Tire Replacement</td>
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<td>22812</td>
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<td>B00000908</td>
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Vendor Total: $1,920.00

Vendor Total: $9,126.92

Vendor Total: $339.47

Vendor Total: $719.07

Vendor Total: $620.56

Vendor Total: $50.00

Vendor Total: $2,549.84
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<td>EMPS4799077</td>
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<td>EMPS4799078</td>
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<td>Sanitation - Landfill</td>
<td>Grease</td>
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<td>EMPS4803963</td>
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<td>191028510845</td>
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<tr>
<td>92475</td>
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<td>92505</td>
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<td>INV# 92505 DOI: 7/8/2019 - $532.29</td>
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<tr>
<td>92746/92882</td>
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<td>INV# 92746 DOI: 8/2/2019 - $37.07 INV# 92882 DOI: 8/15/2019 - $29.73</td>
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<td>92791</td>
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<td>92967</td>
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<td>93174</td>
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<td>93224</td>
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<td>93325</td>
<td>$337.23</td>
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<td>93619</td>
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<td>93946</td>
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<td>82503528</td>
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<td>9309035336</td>
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<td>Flange Gaskets for Hypo Pump INV# 9309035336 DOI: 9/30/2019</td>
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<td>9338566590</td>
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<td>Y strainers for poly blenders INV# 9338566590 DOI: 10/29/2019</td>
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<tr>
<td>12/01/19-12/6/19</td>
<td>$308.00</td>
<td>Finance</td>
<td>Internal Affairs Conference &amp; Certification Food Per Diem 12/01-12/06/19</td>
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<td>43790</td>
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Vendor Total: $75.00

Vendor Total: $1,547.46

Vendor Total: $127.65

Vendor Total: $607.22

Vendor Total: $308.00

Vendor Total: $75.53
### HAFNER

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<td>11/13-11/19</td>
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**Vendor Total:** $74.32

### HENSLEY BEVERAGE COMPANY

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<td>3039455</td>
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<td>3039456</td>
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**Vendor Total:** $583.10

### HOHOKAM IRRIGATION & DRAINAGE DIST.

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<tr>
<td>75705 12/05/19</td>
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<td>79710 12/05/19</td>
<td>$98.82</td>
<td>Finance</td>
<td>2121 N. Thornton Rd</td>
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<td>80820 12/05/19</td>
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**Vendor Total:** $186.05

### HORIZON DISTRIBUTORS INC.

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<tr>
<td>2W225894</td>
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<td>Irrigation Materials.</td>
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<td>433093SC</td>
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**Vendor Total:** $710.16

### INDUSTRIAL HOSE REPAIR

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<tr>
<td>16720</td>
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<td>HOSE ASSY 9421 FBXX0106666-23 UNIT 518</td>
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<tr>
<td>16754</td>
<td>$24.25</td>
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<td>AC CRIMP FITTING 246 BL 1402 UNIT 433</td>
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<td>16755</td>
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<td>16767</td>
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<td>16769</td>
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<td>ORFS FEMALE SWIVEL LONG 5842 1JS43-12-12, ORFS FEMALE SWIVEL LONG 5833 1JS43-8-6</td>
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<td>16771</td>
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<td>16779</td>
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<td>16786</td>
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**Vendor Total:** $2,030.60

### INTERIM PUBLIC MANAGEMENT, LLC

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<tr>
<td>2367</td>
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<td>Interim Finance Director wages - Week 11/4 and 11/11/2019</td>
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<td>2378</td>
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<td>Finance</td>
<td>Interim Finance Director - week of 11/18, 11/25/19</td>
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**Vendor Total:** $15,710.79

### INTERNATIONAL CHEMTEX CORP.

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<td>217575</td>
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**Vendor Total:** $265.00
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<td>Act #4562</td>
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<td>Act #33769</td>
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<td>2/25/20-2/29/20</td>
<td>$278.00</td>
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<td>7540748</td>
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<td>Stocking of bolt bin INV# 7540748 DOI: 11/12/2019</td>
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<td>7541020</td>
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<td>7557399</td>
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<td>10/01-10/31/19</td>
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### MDZ HR INC

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<td>46-2272404 11/15/19</td>
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<td>Invoice #1118, Follow up interviews: 4.25 hours</td>
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### MEDICUS IT, LLC

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<td>ISD Telephony Gold Maintenance: December Invoice: PHX49557</td>
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### MERLE'S AUTOMOTIVE SUPPLY

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<td>09-942916</td>
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<td>Fleet Services</td>
<td>PARTS</td>
<td></td>
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<td>09-942948</td>
<td>$14.08</td>
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<td>PARTS</td>
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<tr>
<td>09-942984</td>
<td>$51.97</td>
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<tr>
<td>09-942996</td>
<td>$39.87</td>
<td>Fleet Services</td>
<td>PARTS</td>
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<tr>
<td>09-943001</td>
<td>$51.97</td>
<td>Fleet Services</td>
<td>PARTS</td>
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<tr>
<td>09-943347</td>
<td>$1.76</td>
<td>Fleet Services</td>
<td>PARTS</td>
<td></td>
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<tr>
<td>09-972787</td>
<td>$32.04</td>
<td>Fleet Services</td>
<td>PARTS</td>
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Vendor Total: $979.42
## MOST DEPENDABLE FOUNTAINS INC

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<tr>
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<tbody>
<tr>
<td>INV58377</td>
<td>$8,995.00</td>
<td>Parks</td>
<td>4 drinking Fountains Neighborhood Park Improvements.</td>
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Vendor Total: $8,995.00

## MOTOROLA SOLUTIONS, INC.

<table>
<thead>
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<th>Amount</th>
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<th>Description of Invoice</th>
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<tbody>
<tr>
<td>16077566</td>
<td>$52,353.68</td>
<td>Police</td>
<td>Ordinance #3129 Quote #276951 7 APX8000 All Band Portable Radios</td>
</tr>
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Vendor Total: $52,353.68

## MUNICIPAL EMERGENCY SERVICES INC

<table>
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<tbody>
<tr>
<td>IN1397446</td>
<td>$2,868.79</td>
<td>Fire</td>
<td>PPV fan for new Quantum shop 443. Quote QT1301017</td>
</tr>
<tr>
<td>IN1397450</td>
<td>$381.70</td>
<td>Fire</td>
<td>SM-20F Nozzle factory refurbishment. Invoice IN1397450</td>
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Vendor Total: $3,250.49

## N&D DESIGNS, LLC

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<tr>
<td>8157</td>
<td>$32.76</td>
<td>Police</td>
<td>Invoice #8157 Supervisor decals</td>
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Vendor Total: $32.76

## NORRIS POOL & SPA

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<tbody>
<tr>
<td>55016</td>
<td>$154.79</td>
<td>Facilities Services</td>
<td>Fountain maintenance for City Hall Main</td>
</tr>
<tr>
<td>55325</td>
<td>$141.52</td>
<td>Facilities Services</td>
<td>Fountain maintenance for City Hall Main</td>
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<tr>
<td>55662</td>
<td>$135.98</td>
<td>Facilities Services</td>
<td>Fountain maintenance for City Hall Main</td>
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Vendor Total: $432.29

## NORWOOD EQUIPMENT, INC.

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<tr>
<td>60697N</td>
<td>$242.38</td>
<td>Fleet Services</td>
<td>AIR PRESS 1117290</td>
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Vendor Total: $242.38

## OFFICE DEPOT INC.

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<tbody>
<tr>
<td>386497721001</td>
<td>$177.20</td>
<td>Police</td>
<td>Invoice #386497721001 &amp; 366820318-001 Cork board, drawer organizer, sugar, creamer, label tape, folders, desk pads, index dividers, pocket folders</td>
</tr>
<tr>
<td>402852987001</td>
<td>$64.29</td>
<td>Airport</td>
<td>Office Supplies - Fasten Folders - 2 hole punch Invoice #: 402852987001 Invoice Date: 11/14/2019</td>
</tr>
<tr>
<td>405319867001</td>
<td>$219.00</td>
<td>Finance</td>
<td>Office Supply Order</td>
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Vendor Total: $460.49

## OGHAM CONSULTING

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<tr>
<td>1906</td>
<td>$900.00</td>
<td>Finance</td>
<td>FYI9 audit</td>
</tr>
<tr>
<td>1907</td>
<td>$750.00</td>
<td>Finance</td>
<td>FY19</td>
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Vendor Total: $1,650.00
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<tbody>
<tr>
<td>43755</td>
<td>$671.66</td>
<td>Finance</td>
<td>Damaged Cell Phone</td>
</tr>
<tr>
<td>PH23240M</td>
<td>$1,076.00</td>
<td>Facilities Services</td>
<td>Waste Water HVAC services invoice # 23240M</td>
</tr>
<tr>
<td>Act #46498</td>
<td>$4,081.37</td>
<td>Finance</td>
<td>Refund</td>
</tr>
<tr>
<td>3011157</td>
<td>$15,978.47</td>
<td>Wastewater</td>
<td>Repair of BFP #2 cake pump. INV# 3011157 DOI: 11/18/2019</td>
</tr>
<tr>
<td>43739</td>
<td>$180.56</td>
<td>City Court</td>
<td>Remittance for October 2019</td>
</tr>
<tr>
<td>114-7229255-8383462</td>
<td>$75.00</td>
<td>Police</td>
<td>Reimbursement for work shoes</td>
</tr>
<tr>
<td>50736</td>
<td>$260.88</td>
<td>Police</td>
<td>Invoice #50736 Business Cards for new Lieutenants</td>
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<tr>
<td>3476395</td>
<td>$1,441.39</td>
<td>Sanitation - Landfill</td>
<td>Delivery of diesel fuel to the landfill.</td>
</tr>
<tr>
<td>3476396</td>
<td>$1,284.83</td>
<td>Sanitation - Landfill</td>
<td>Delivery of diesel fuel to the landfill.</td>
</tr>
<tr>
<td>3480231</td>
<td>$1,189.39</td>
<td>Sanitation - Landfill</td>
<td>Delivery of diesel fuel to the landfill.</td>
</tr>
<tr>
<td>3485085</td>
<td>$19,115.11</td>
<td>Fleet Services</td>
<td>DIESEL FUEL FOR NORTH FACILITY. 7174 GALLONS DIESEL</td>
</tr>
<tr>
<td>8005</td>
<td>$5,000.00</td>
<td>Parks</td>
<td>Neighborhood light improvements sport courts.</td>
</tr>
<tr>
<td>Invoice #</td>
<td>Amount</td>
<td>Department</td>
<td>Description of Invoice</td>
</tr>
<tr>
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<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>6023</td>
<td>$19,000.00</td>
<td>Housing</td>
<td>Housing Rehab Contract #640 for Eva Aguirre at 313 N. Brown Ave.</td>
</tr>
<tr>
<td>5021</td>
<td>$2,000.00</td>
<td>Parks</td>
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</tr>
<tr>
<td>F00001968</td>
<td>$45.00</td>
<td>Finance</td>
<td>Restitution Payment</td>
</tr>
<tr>
<td>P00047643</td>
<td>$10.00</td>
<td>City Court</td>
<td>Restitution Payment</td>
</tr>
<tr>
<td>P00049244</td>
<td>$72.00</td>
<td>Finance</td>
<td>Restitution Payment</td>
</tr>
<tr>
<td>P00049280</td>
<td>$40.00</td>
<td>Finance</td>
<td>Restitution Payment</td>
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<td>P00049330</td>
<td>$33.62</td>
<td>City Court</td>
<td>Restitution Payment</td>
</tr>
<tr>
<td>P00049486</td>
<td>$50.00</td>
<td>Finance</td>
<td>Restitution Payment</td>
</tr>
<tr>
<td>P00049501</td>
<td>$20.00</td>
<td>City Court</td>
<td>Restitution Payment</td>
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<tr>
<td>P00049563</td>
<td>$40.00</td>
<td>Finance</td>
<td>Restitution Payment</td>
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<tr>
<td>P00049593</td>
<td>$325.00</td>
<td>Finance</td>
<td>Restitution Payment</td>
</tr>
<tr>
<td>P00049625</td>
<td>$30.00</td>
<td>City Court</td>
<td>Restitution Payment</td>
</tr>
<tr>
<td>P0049577</td>
<td>$20.00</td>
<td>City Court</td>
<td>Restitution Payment</td>
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<tr>
<td>1901</td>
<td>$16,034.00</td>
<td>Facilities Services</td>
<td>Two new AC/Heat Pumps for the Waste Water administration building. FY2020 Facility Plan</td>
</tr>
<tr>
<td>5485</td>
<td>$140.00</td>
<td>Facilities Services</td>
<td>Look at the Refrigerator at the fox trot café. Confirmed unit needs replaced. Invoice # 5485</td>
</tr>
<tr>
<td>3017268592</td>
<td>$533.12</td>
<td>Fleet Services</td>
<td>TANK-DEF M86-6231:PB UNIT 5110</td>
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<tr>
<td>1059</td>
<td>$125.00</td>
<td>Fire</td>
<td>Polygraph Examination- Isela Jimenez</td>
</tr>
<tr>
<td>3122207125</td>
<td>$909.72</td>
<td>Water</td>
<td>Salt for nitrate removal system. INV# 0362030 DOI: 11/8/2019</td>
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**Vendor Total:**
- $19,000.00
- $2,000.00
- $685.62
- $16,174.00
- $533.12
- $125.00
- $909.72
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<thead>
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<th>Invoice #</th>
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<th>Description of Invoice</th>
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</thead>
<tbody>
<tr>
<td>001293 11/15/19</td>
<td>$266.08</td>
<td>Golf</td>
<td>F&amp;B Supplies</td>
</tr>
<tr>
<td>43783</td>
<td>$36.89</td>
<td>Senior Adult Services</td>
<td>carryout trays and plates $24.75 $12.14</td>
</tr>
<tr>
<td>761+91164-076-LSA</td>
<td>$869.00</td>
<td>Housing</td>
<td>Title Policy for #640-Eva Aguirre at 313 N. Brown Ave</td>
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<tr>
<td>100488218</td>
<td>$211.81</td>
<td>Senior Adult Services</td>
<td>milk</td>
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<tr>
<td>4970</td>
<td>$4,269.28</td>
<td>Planning &amp; Development</td>
<td>Inv 4970 Contract No: 0719-25 Three project reviews for Scott Communities Plan 4414, 4415 and 4416</td>
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<tr>
<td>91931</td>
<td>$25.00</td>
<td>Fleet Services</td>
<td>CHIP REPAIR UNIT 5108</td>
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<tr>
<td>B00000887</td>
<td>$200.00</td>
<td>Finance</td>
<td>Bond Refund: Sonia Cortez CM2017000413 B887</td>
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<tr>
<td>6020003404</td>
<td>$582.59</td>
<td>Fleet Services</td>
<td>FLAT REPAIR UNIT 582</td>
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<tr>
<td>0033864-021 12/05/19</td>
<td>$57.43</td>
<td>Finance</td>
<td>1101 E 4th St</td>
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<tr>
<td>0054413-024 12/05/19</td>
<td>$56.38</td>
<td>Finance</td>
<td>410 E Florence Blvd</td>
</tr>
<tr>
<td>00668382-022 12/05/19</td>
<td>$233.05</td>
<td>Finance</td>
<td>321-0068382-022 405 E 6Th St</td>
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<tr>
<td>0070716-002 12/05/19</td>
<td>$35.80</td>
<td>Finance</td>
<td>321-20070716-022 605 N Drylake St</td>
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<tr>
<td>0070721-021 12/05/19</td>
<td>$158.50</td>
<td>Finance</td>
<td>321-0070721-021 449 N Drylake St</td>
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<tr>
<td>0070769-020 12/05/19</td>
<td>$52.79</td>
<td>Finance</td>
<td>321-0070769-020 101 E 5th St</td>
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<td>0071194-023 12/05/19</td>
<td>$50.16</td>
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<tr>
<td>0071634-021 12/05/19</td>
<td>$59.13</td>
<td>Finance</td>
<td>321-0071634-021 202 e 1St Ave</td>
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<td>0096274-022 12/05/19</td>
<td>$31.27</td>
<td>Finance</td>
<td>404 E Florence Blvd</td>
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<tr>
<td>1206446-002 12/05/19</td>
<td>$72.94</td>
<td>Finance</td>
<td>321-1206446-002 202 E 1St Ave</td>
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<tr>
<td>1214250-002 12/05/19</td>
<td>$177.18</td>
<td>Finance</td>
<td>1637 E McCartney Rd</td>
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Vendor Total: $302.97

Vendor Total: $869.00

Vendor Total: $211.81

Vendor Total: $4,269.28

Vendor Total: $25.00

Vendor Total: $200.00

Vendor Total: $582.59

Vendor Total: $984.63
### SPARTAN TRUCK COMPANY

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<tbody>
<tr>
<td>2096</td>
<td>$281.48</td>
<td>Fleet Services</td>
<td>PARTS</td>
</tr>
<tr>
<td>2097</td>
<td>$48.64</td>
<td>Fleet Services</td>
<td>PARTS</td>
</tr>
<tr>
<td>2102</td>
<td>$3,264.06</td>
<td>Fleet Services</td>
<td>SWEEP BLADE ST-01-92300 UNIT 5102</td>
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Vendor Total: $3,594.18

### STANDARD PRINTING COMPANY, INC.

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<tbody>
<tr>
<td>258812</td>
<td>$165.41</td>
<td>Finance</td>
<td>Monthly Water Billing for Nov. 2019</td>
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<tr>
<td>258866</td>
<td>$119.29</td>
<td>Finance</td>
<td>2500 returned envelopes for billing</td>
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Vendor Total: $284.70

### STAPLES CONTRACT & COMMERCIAL LLC

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<tr>
<td>3431239467</td>
<td>$102.69</td>
<td>Legal</td>
<td>Misc Office Supplies and toner</td>
</tr>
<tr>
<td>7302358642</td>
<td>$318.50</td>
<td>City Court</td>
<td>Misc Office Supplies and toner</td>
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Vendor Total: $421.19

### STATEWIDE FILTER SERVICE

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<tbody>
<tr>
<td>2354</td>
<td>$25.20</td>
<td>Fleet Services</td>
<td>FILTER 232-1732</td>
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Vendor Total: $25.20

### SWANA

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<tbody>
<tr>
<td>2021-71733</td>
<td>$318.00</td>
<td>Sanitation - Landfill</td>
<td>Annual Membership Renewal Invoice and technical division dues-invoice#2021-71733</td>
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Vendor Total: $318.00

### SWIRE COCA-COLA, USA

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<th>Department</th>
<th>Description of Invoice</th>
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<tbody>
<tr>
<td>3122207125</td>
<td>$537.18</td>
<td>Golf</td>
<td>F&amp;B Supplies</td>
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Vendor Total: $537.18

### SYNNOVIA SOLUTIONS, LLC

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<tbody>
<tr>
<td>123440</td>
<td>$868.76</td>
<td>Sanitation - Collections</td>
<td>LES - 0000005248 Invoice for 29 GPS units - Agreement 14325 INV# 123440 DOI: 11/12/2019</td>
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Vendor Total: $868.76

### SYSCO ARIZONA (A DIVISION OF SYSCO USA I, INC)

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<tr>
<td>249655148</td>
<td>$181.12</td>
<td>Golf</td>
<td>F&amp;B Supplies</td>
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<tr>
<td>249667773</td>
<td>$1,089.84</td>
<td>Senior Adult Services</td>
<td>raw food items</td>
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Vendor Total: $1,270.96

### TENNIS EQUIPMENT SALES & SERVICE LLC

<table>
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<tbody>
<tr>
<td>7451/</td>
<td>$891.15</td>
<td>Community Services</td>
<td>Invoice #7451 - DWP Project (Pickleball courts)</td>
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Vendor Total: $891.15
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<tr>
<th>Invoice #</th>
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</thead>
<tbody>
<tr>
<td>AIN-0950830</td>
<td>$808.40</td>
<td>Golf</td>
<td>Merchandise for resale</td>
<td>$808.40</td>
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<tr>
<td>843980541</td>
<td>$103.74</td>
<td>Library</td>
<td>Library materials 10/21/19-11/17/19</td>
<td>$103.74</td>
</tr>
<tr>
<td>12/1-12/7/19</td>
<td>$280.00</td>
<td>Finance</td>
<td>Investigative Techniques (Internet Crimes Against Children)</td>
<td>$280.00</td>
</tr>
<tr>
<td>24203</td>
<td>$3,152.27</td>
<td>Facilities</td>
<td>Replacement batteries for the UPS Syetem at the communication building. Part of the FY 20 Facilities plan. ARizona State Contract # ADSPO18-176583</td>
<td>$3,152.27</td>
</tr>
<tr>
<td>476137</td>
<td>$737.10</td>
<td>Police</td>
<td>Invoice #L607424, Order #476137 Disposable Gloves</td>
<td>$737.10</td>
</tr>
<tr>
<td>65632905/65632924</td>
<td>$59,077.22</td>
<td>Sanitation</td>
<td>(1,248) new 96 gallon residential refuse containers.</td>
<td>$59,077.22</td>
</tr>
<tr>
<td>32110</td>
<td>$250.00</td>
<td>Police</td>
<td>Invoice #32110 Defense Program Annual Fee</td>
<td>$250.00</td>
</tr>
<tr>
<td>731132</td>
<td>$314.62</td>
<td>Facilities</td>
<td>Fan control board for the Air handler Invoice # 7311332</td>
<td>$314.62</td>
</tr>
<tr>
<td>130-10013</td>
<td>$2,785.76</td>
<td>Fire</td>
<td>IBM HW maintenance 10/21/19- 10/21/20 IBM SW maintenance 10/21/19-10/21/20 Contract #AZ0GB6</td>
<td>$6,757.29</td>
</tr>
<tr>
<td>130-8571</td>
<td>$3,971.53</td>
<td>Fire</td>
<td>Brazos Hosting Fee Maintenance- Oct 1, 2019 through Sept 30, 2020</td>
<td>$6,757.29</td>
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</table>
### ULTIMATE TRAIL PROPERTIES LLC

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
<th>Department</th>
<th>Description of Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act #45478</td>
<td>$100.00</td>
<td>Finance</td>
<td>Refund</td>
</tr>
</tbody>
</table>

**Vendor Total:** $100.00

### UNIFIRST CORP. OF TUCSON

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
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</tr>
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<tbody>
<tr>
<td>310 0995645</td>
<td>$35.33</td>
<td>Public Works</td>
<td>Uniforms Delivered on 11/13/2019</td>
</tr>
<tr>
<td>310 0995646</td>
<td>$20.71</td>
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</tr>
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<td>310 0995647</td>
<td>$126.39</td>
<td>Public Works</td>
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</tr>
<tr>
<td>310 0995648</td>
<td>$132.22</td>
<td>Public Works</td>
<td>Uniforms Delivered on 11/13/2019</td>
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<tr>
<td>310 0995649</td>
<td>$61.27</td>
<td>Public Works</td>
<td>Uniforms Delivered on 11/13/2019</td>
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<tr>
<td>310 0995650</td>
<td>$109.90</td>
<td>Public Works</td>
<td>Uniforms Delivered on 11/13/2019</td>
</tr>
<tr>
<td>310 0997011</td>
<td>$53.94</td>
<td>Airport</td>
<td>Uniform Service Invoice #: 310 0997011 Invoice Date: 11/20/2019</td>
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<tr>
<td>310 0998264</td>
<td>$53.94</td>
<td>Airport</td>
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</tr>
<tr>
<td>3100998144</td>
<td>$40.51</td>
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<td>3100998145</td>
<td>$20.71</td>
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<td>3100998146</td>
<td>$133.35</td>
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<td>3100998147</td>
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<td>3100998149</td>
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**Vendor Total:** $1,109.57

### UNITED FIRE EQUIPMENT CO.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>716929</td>
<td>$309.92</td>
<td>Fire</td>
<td>Invoice 716929 JC Holliday</td>
</tr>
<tr>
<td>716967</td>
<td>$239.37</td>
<td>Fire</td>
<td>Invoice 716929 JC Holliday</td>
</tr>
<tr>
<td>716969</td>
<td>$90.48</td>
<td>Fire</td>
<td>Invoice 716929 JC Holliday</td>
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<tr>
<td>717224</td>
<td>$258.85</td>
<td>Fire</td>
<td>Invoice 716929 JC Holliday</td>
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<tr>
<td>717254</td>
<td>$882.07</td>
<td>Fire</td>
<td>Invoice 716929 JC Holliday</td>
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<td>717472</td>
<td>$405.31</td>
<td>Fire</td>
<td>Invoice 716929 JC Holliday</td>
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**Vendor Total:** $2,186.00

### UNITED ROTARY BRUSH CORP.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>CI243416</td>
<td>$7,769.66</td>
<td>Fleet Services</td>
<td>SWEEPER BROOMS</td>
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**Vendor Total:** $7,769.66

### UNITED WAY OF PINAL COUNTY

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>43796</td>
<td>$20.00</td>
<td>Finance</td>
<td>Premiums Pay Period Ending 2019.11.23</td>
</tr>
</tbody>
</table>

**Vendor Total:** $20.00

### USABLUEBOOK

<table>
<thead>
<tr>
<th>Invoice #</th>
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<tbody>
<tr>
<td>57398</td>
<td>$330.34</td>
<td>Wastewater</td>
<td>Marking paint INV# 057398 DOI: 11/4/2019</td>
</tr>
<tr>
<td>924894</td>
<td>$132.44</td>
<td>Engineering</td>
<td>30603 - surveyor two tone vest 330154 - full brim hard hat</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>32417 - hard hat sweatband 46894 - economy dipper</td>
</tr>
</tbody>
</table>

**21**
### USABLEBLUEBOOK (continued)

<table>
<thead>
<tr>
<th>Invoice #</th>
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<th>Description of Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>953131</td>
<td>$56.45</td>
<td>Engineering</td>
<td>41642 Safety Glasses 68392 Hard Hat Cooling Pad APC 342416 Hard Hat Neck Shade 92522 6&quot; CLip on desk fan Inv #953131 &amp;955697</td>
</tr>
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</table>

**Vendor Total:** $519.23

### VALLEY ACE HARDWARE

<table>
<thead>
<tr>
<th>Invoice #</th>
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</tr>
</thead>
<tbody>
<tr>
<td>12101/4</td>
<td>$79.65</td>
<td>Parks</td>
<td>Materials and supplies.</td>
</tr>
<tr>
<td>12274/4</td>
<td>$85.57</td>
<td>Parks</td>
<td>Materials and supplies.</td>
</tr>
<tr>
<td>12337/4</td>
<td>$56.73</td>
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<td>Materials and supplies.</td>
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<td>12649/4</td>
<td>$88.42</td>
<td>Parks</td>
<td>Materials and supplies.</td>
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<td>12651/4</td>
<td>$23.33</td>
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<td>4/23-7/31/19</td>
<td>$99.34</td>
<td>Parks</td>
<td>Materials and supplies.</td>
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**Vendor Total:** $433.04

### VALLEY PUMP & MACHINE WORKS

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<thead>
<tr>
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<tr>
<td>256639</td>
<td>$2,304.12</td>
<td>Wastewater</td>
<td>Brackets for AB#1 INV# 256639 DOI: 11/14/2019</td>
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**Vendor Total:** $2,304.12

### VELOCITY TRUCK CENTERS

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
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<th>Description of Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>XA310166495:01</td>
<td>$871.25</td>
<td>Fleet Services</td>
<td>PARTS &amp; SERVICE</td>
</tr>
<tr>
<td>XA320033808:01</td>
<td>($80.48)</td>
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<td>PARTS &amp; SERVICE</td>
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<tr>
<td>XA320034105:01</td>
<td>$699.52</td>
<td>Fleet Services</td>
<td>PARTS &amp; SERVICE</td>
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<tr>
<td>XA320034156:01</td>
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<td>PARTS &amp; SERVICE</td>
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<td>XA320034298</td>
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<td>XA320034299:01</td>
<td>$452.07</td>
<td>Fleet Services</td>
<td>PARTS &amp; SERVICE</td>
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<td>XA320034335:01</td>
<td>$278.44</td>
<td>Fleet Services</td>
<td>PARTS &amp; SERVICE</td>
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**Vendor Total:** $2,968.32

### VERIZON WIRELESS

<table>
<thead>
<tr>
<th>Invoice #</th>
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<tbody>
<tr>
<td>9841919603 12/05/19</td>
<td>$1,198.25</td>
<td>Finance</td>
<td>Fire Cell Phones Account 642202967-00001</td>
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<tr>
<td>9841934862 12/05/19</td>
<td>$4,009.78</td>
<td>Finance</td>
<td>FD Engine 501 - 36.68 PD Cell Phones - 3973.10</td>
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**Vendor Total:** $5,208.03

### WENDY RAMIREZ

<table>
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<tr>
<th>Invoice #</th>
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</thead>
<tbody>
<tr>
<td>Act # 46103</td>
<td>$78.45</td>
<td>Finance</td>
<td>Refund</td>
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</table>

**Vendor Total:** $78.45

**Check Run Total:** $646,586.73
City Council Regular Meeting

Meeting Date: 12/16/2019

Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk

Subject:
Presentation Relating to the Award of Funds from the Ride for the Warrior to HOHP and the Pinal County Veteran's Memorial Foundation
City Council Regular Meeting

Meeting Date: 12/16/2019

Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk

Subject:
Announcement of the Annual Electric Light Parade Winners
City Council Regular Meeting

Meeting Date: 12/16/2019
Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk
Finance Director Review: Rob Sweeney
City Attorney Review: Brett Wallace
Approved by: Larry Rains

Type of Action Requested: Ordinance, Public Hearing

SUBJECT:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

ALTERNATIVES:

Attachments

Ord. 3173
Exhibit A
ORDINANCE NO. 3173

A ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, DESIGNATING THE COUGAR STADIUM SIGN AS A LOCAL HISTORIC LANDMARK; AND AUTHORIZING THE CITY CLERK TO RECORD ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE WITH THE PINAL COUNTY RECORDERS OFFICE

WHEREAS, the City Council has determined that the protection, enhancement and perpetuation of historic districts are necessary to promote the economic, cultural, educational and general welfare of the public; and

WHEREAS, the City Council has determined that the identity of a people is founded on its past, and that historic architectural and cultural resources constitute a people’s heritage, which can best be perpetuated by preserving and protecting these resources.

WHEREAS, the City of Casa Grande Historic Preservation Commission has asked and recommended that the City Council designate the Cougar Stadium Sign, located at 1115 N. Brown Avenue, also known as Carr McNatt Park, as a landmark to help preserve a part of Casa Grande’s heritage.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Casa Grande, Pinal County, Arizona, as follows:

Section 1: The Cougar Stadium Sign located at 1115 N. Brown Avenue, also known as Carr McNatt Park, and as shown in Exhibit A, attached hereto and incorporated herein by this reference, is hereby designated as a Local Historic Landmark pursuant to the provisions of Chapter 17.62.050 of the Casa Grande Municipal Code.

Section 2: That the City Clerk record this Ordinance and Exhibit A, attached hereto and made a part hereof, in the Office of the Pinal County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 16th day of December, 2019.

__________________________
Craig H. McFarland
Mayor

ATTEST:

__________________________
Gloria Leija, MMC
City Clerk

APPROVED AS TO FORM:

__________________________
Brett Wallace
City Attorney
Exhibit A
HISTORIC PROPERTY INVENTORY FORM - City of Casa Grande

PROPERTY IDENTIFICATION


Previous Survey Site Number(s): NR23 none

Historic Name(s) of Associated Property: Cougar Stadium Sign

Address: 1115 N. Brown Av.

City / Town: Casa Grande  Vicinity: Vicinity  County: Pinal  Tax Parcel No.: 506-08-117C

Township: 6S  Range: 6E  Section: 20  Quarter:  Acreage:

Block:  Lot:  Plat (Addition): EVERGREEN ADDITION

UTM reference: Zone: 11  Easting: ________  Northing: _________

USGS 7.5' Quadrangle Map

ARCHITECT: UNKNOWN  X not determined  known  Source:

BUILDER: UNKNOWN  X not determined  known  Source:

BLDG. CON. DATE: c 1960  known  estim.  Source:

INSTALLATION DATE of SIGN: c 1960  Sign Date Source:

CONDITION of SIGN

☐ GOOD (well maintained; no serious problems apparent)

☒ FAIR (some problems apparent)  Paint chipping off score board

☐ POOR (major prob.; imminent threat):

☐ RUIN or MISSING

USES / FUNCTIONS of Associated Property

Uses: Old CGUHS Track sign  Sources:

Date: 4/1/16  Comments/VIEW to: Northwest
SIGNIFICANCE

A. HISTORIC EVENTS / TRENDS
Describe any historic events/trends associated with the property:

B. PERSONS
List and describe persons with an important association with the building:
N/A

C. ARCHITECTURE/DESIGN
Style: Lighted Scoreboard
Twin I-beam supports with steel box sign. Painted faces, lighted digital score & time board.

INTEGRITY

LOCATION
[X] Original Site [ ] Moved, on date: from original site:
Describe the natural and/or built environment around the property:

How has the environment changed since the property was constructed?:

DESIGN
Describe alterations from the original design, including dates:

RECOMMENDATIONS ON LOCAL ELIGIBILITY

Recommendation: Eligible
Reason: Sign Significant / Age and/or Context

FORM COMPLETED BY:
Name and Affiliation: Robert Graham, Motley Design Group
Form Date: 9/21/2016
Phone: 602-254-5599
City Council Regular Meeting

Meeting Date: 12/16/2019
Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk
Finance Director Review: Rob Sweeney
City Attorney Review: Brett Wallace
Approved by: Larry Rains

Date Submitted: 11/07/2019

Type of Action Requested: Ordinance

SUBJECT:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

ALTERNATIVES:

Attachments

Ord. 3174
ORDINANCE NO. 3174

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, ACCEPTING A BID FROM MIRACLE RECREATION EQUIPMENT COMPANY FOR THE PURCHASE OF PLAYGROUND EQUIPMENT; AUTHORIZING EXPENDITURE OF PUBLIC FUNDS IN AN AMOUNT NOT TO EXCEED $59,646.33; AND AUTHORIZING EXECUTION OF A CONTRACT WITH, OR PURCHASE ORDER TO, MIRACLE RECREATION EQUIPMENT COMPANY

BE IT ORDAINED by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande hereby authorize:

1. Acceptance of a bid from Miracle Recreation Equipment Company for the purchase and installation of Custom Tots Choice Playsystem playground equipment, for the City’s Community Services Department, which was identified as the lowest responsible bidder based on the City’s reliance on another governmental entity’s Request for Bids for the same item; and

2. Expenditure of public funds in an amount not to exceed $59,646.33; and

3. Execution by the City Manager of an agreement with, or Purchase Order to, Miracle Recreation Equipment Company, in accordance with the terms contained in a City’s Interlocal Contract for Cooperative Purchasing with Sourcewell f/k/a National Joint Powers Alliance (NJPA) Contract No. 030117-LTS, and the bid submitted by Miracle Recreation Equipment Company (to be identified in City records as C.G. Contract No. 1219-1).

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 16th day of December, 2019.

________________________________
Craig H. McFarland
Mayor

ATTEST:                  APPROVED AS TO FORM:

________________________________  ________________________________
Gloria Leija, MMC          Brett Wallace
City Clerk, MMC            City Attorney
City Council Regular Meeting

Meeting Date: 12/16/2019
Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk
Finance Director Review: Rob Sweeney
City Attorney Review: Brett Wallace
Approved by: Larry Rains

Type of Action Requested: Ordinance

Date Submitted: 11/11/2019

SUBJECT:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

ALTERNATIVES:

Attachments

Ord. 3175
ORDINANCE NO. 3175

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, ACCEPTING A BID FROM CHAPMAN FORD TO PROVIDE AND DELIVER VARIOUS MODEL YEAR 2020 FORD PICK-UP TRUCKS; AUTHORIZING EXPENDITURE OF PUBLIC FUNDS IN AN AMOUNT NOT TO EXCEED $297,000; AND AUTHORIZING THE EXECUTION OF A CONTRACT.

BE IT ORDAINED, by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande hereby authorize:

A. Acceptance of the bid from Chapman Ford to provide and deliver various model year 2020 Ford Pick-Up Trucks for Fiscal Year 2019-2020; and

B. Expenditure of public funds in an amount not to exceed $297,000; and

C. Execution by the City Manager of the contract in accordance with the terms contained in the City’s Request for Bids on the project and the Response of Chapman Ford thereto (identified in City records as C.G. Contract No. 1219-2).

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 16th day of December, 2019.

___________________________
Craig H. McFarland
Mayor

ATTEST:  APPROVED AS TO FORM:

___________________________  ____________________________
Gloria Leija, MMC              Brett Wallace
City Clerk                     City Attorney
City Council Regular Meeting

Meeting Date: 12/16/2019
Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk
Finance Director Review: Rob Sweeney
City Attorney Review: Brett Wallace
Approved by: Larry Rains

Type of Action Requested: Ordinance

SUBJECT:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

ALTERNATIVES:

Attachments

Ord. 3176
ORDINANCE NO. 3176

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, ACCEPTING A BID FROM MIDWAY CHEVROLET FOR THE PURCHASE OF FIVE (5) MODEL YEAR 2020 CHEVROLET TAHOE POLICE PURSUIT VEHICLES; AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS IN AN AMOUNT NOT TO EXCEED $188,655.00; AND AUTHORIZING EXECUTION OF A CONTRACT WITH, OR PURCHASE ORDER TO, MIDWAY CHEVROLET, LLC IN ACCORDANCE WITH THE TERMS SUBMITTED TO THE ARIZONA STATE BID LIST

BE IT ORDAINED, by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande hereby authorize:

1. Accepting the bid for five (5) model year 2020 Chevy Tahoe Police Pursuit Vehicles for the City’s Police Department, as submitted to the Arizona State Bid List from Midway Chevrolet Company I, LLC d/b/a Midway Chevrolet; and

2. Expenditure of public funds in an amount not to exceed $188,655.00; and

3. Execution by the City Manager of an agreement with, or Purchase Order to, Midway Chevrolet Company I, LLC d/b/a Midway Chevrolet in accordance with the terms and conditions contained in its bid to the Arizona State Procurement Office (Procurement Contract No. ADSP017-166122), identified in City records as C.G. Contract No. 1219-3.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 16th day of December, 2019.

______________________________
Craig H. McFarland
Mayor

ATTEST:                       APPROVED AS TO FORM:

_______________________________  _____________________________
Gloria Leija, MMC              Brett Wallace
City Clerk                    City Attorney
City Council Regular Meeting

Meeting Date: 12/16/2019
Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk
Finance Director Review: Rob Sweeney
City Attorney Review: Brett Wallace
Approved by: Larry Rains

Date Submitted: 11/11/2019

Type of Action Requested: Ordinance

SUBJECT:
RECOMMENDATION:
DISCUSSION:
FISCAL IMPACT:
ALTERNATIVES:

Attachments

Ord. 3177
ORDINANCE NO. 3177

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, ACCEPTING A SOLE SOURCE PROPOSAL FROM MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF NINE (9) ALL-BAND PORTABLE RADIOS; ACCEPTING A BID FOR A TWO-YEAR CONTRACT FROM MHQ OF ARIZONA TO PROVIDE UP-FITTING SERVICES FOR POLICE VEHICLES; AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS; AUTHORIZING EXECUTION OF A CONTRACT WITH, OR PURCHASE ORDER TO, MOTOROLA SOLUTIONS, INC.; AUTHORIZING AN AGREEMENT WITH MHQ OF ARIZONA; AND AUTHORIZING THE TRANSFER OF BUDGET AUTHORITY BETWEEN ACCOUNTS

BE IT ORDAINED by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande hereby authorize:

1. Acceptance of a sole source proposal from Motorola Solutions, Inc. for purchase of nine (9) All-Band Portable Radios for the City’s Police Department in an amount not to exceed $67,067.00; and

2. Acceptance of a bid from MHQ of Arizona, which was identified as the lowest responsible bidder, for a two year contract, with a mutual option for two one year renewals, to provide up-fitting services up to the yearly budgeted amount for up-fitting services as approved in the Casa Grande Annual Budget; and

3. Expenditure of public funds for purposes as set forth in sections 1 and 2 above; and

4. Execution by the City Manager of a contract in accordance with the terms contained in Motorola’s sole-source proposal (identified in City records as C.G. Contract No. 1219-4); and

5. Execution by the City Manager of an agreement with MHQ of Arizona, in accordance with the terms and conditions contained in its bid to the City of Casa Grande (identified in City records as a C.G. Contract No. 1219-5); and

6. Authorizing the Finance Director to make a budgetary transfer between the accounts as reasonably necessary or required to account for the expenditure of funds.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 16th day of December, 2019.

______________________________
Craig H. McFarland
Mayor
ATTEST:

_______________________________
Gloria Leija, MMC
City Clerk

APPROVED AS TO FORM:

_______________________________
Brett Wallace
City Attorney
City Council Regular Meeting

Meeting Date: 12/16/2019
Recommended by: Karla Lange, Deputy City Clerk
Prepared by: Karla Lange, Deputy City Clerk
Finance Director Review: Rob Sweeney
City Attorney Review: Brett Wallace
Approved by: Larry Rains

Date Submitted: 11/14/2019

Type of Action Requested: Ordinance, Public Hearing

SUBJECT:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

ALTERNATIVES:

Attachments

Ord. 1178.399
Exhibit A
ORDINANCE NO. 1178.399

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AMENDING ZONING ORDINANCE #1178 AND ITS SUBSEQUENT AMENDMENTS BY CHANGING THE ZONING FROM GARDEN AND LIGHT INDUSTRIAL (I-1) AND URBAN RANCH (UR) TO GENERAL INDUSTRIAL (I-2) LOCATED IN PHASE III OF THE AIRPORT INDUSTRIAL PARK, CASA GRANDE, ARIZONA

BE IT ORDAINED, by the Council of the City of Casa Grande, Arizona, as follows:

Section 1. Authorization for Rezoning

Ordinance No. 1178, as previously amended, is further amended by changing the zoning from Garden and Light Industrial (I-1) and Urban Ranch (UR) to General Industrial (I-2) on approximately 38 acres of property generally located in Phase III (on the western portion) of the Airport Industrial Park, Casa Grande, Arizona. The legal description of such property is set forth in Exhibit A, attached hereto and incorporated herein by this reference. The Planning Department shall amend the Zoning Map to reflect this new zoning.

This zoning change is subject to applicant/owner’s compliance with all applicable law and ordinances and the following condition of record:

1) The stricken uses shown on the amended land use table in Exhibit A, attached hereto and incorporated herein, and uses determined to be similar in nature by the City of Casa Grande Planning Director, shall not be allowed as Principal or Conditional Uses.

Section 2. Effective Date

That the effective date of this Ordinance shall be January 15, 2020.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 16th day of December, 2019.

_________________________
Craig H. McFarland
Mayor
Gloria Leija, MMC
City Clerk

Brett Wallace
City Attorney
Exhibit A
Zone Change Legal

509-81-1320
LOT 02 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1330
LOT 03 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1340
LOT 04 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1350
LOT 05 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1360
LOT 06 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1370
LOT 07 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1380
LOT 08 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1390
LOT 09 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1400
LOT 10 DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E

509-81-1570
TRACT A DONOVAN M KRAMER SR INDUSTRIAL PARK AT THE AIRPORT PHASE III CAB G - SLD 041
SEC 32 5S-6E
SUBJECT:
Replacement LifePak

RECOMMENDATION:
It is recommended that the Mayor and City Council adopt a resolution to authorize the purchase of a LifePak 15 Defibrillator/Monitor System from Stryker for an amount not to exceed $36,533.10.

DISCUSSION:
The fire department paramedic scope of practice includes Twelve Lead Heart monitoring and other invasive airway management techniques. Their scope of practice includes diagnostic devices to aid the paramedic treatment of the patient that they are managing. In addition, the manufacture of medical products only provide parts, maintenance, and support for limited time periods because of technology advances. Thus, the fire department has been moving into the Physio Control LP-15 product line because of LP 12 phase out and discontinued support for upgrades and parts. The LP 15 also provides Twelve Lead Heart Monitoring, End tidal CO2 monitoring, Blood pressure monitoring, and Pulse Oximetry. The heart monitor is an invasive medical device because of its complexity and function (EKG monitoring, de-fibrillation, and pacing) and the additional features noted prior with the LP 15. These heart monitors are used in nearly all patient contacts and have a useful front-line service life of 8-10 years. The paramedic will gain additional information through these technologies afforded in the LP 15 which include the ability to manage respiratory and head-injured patients because of the Pulse oximetry and End tidal CO2 components. The other key feature is the Twelve Lead elements which is a standard scope of practice for the paramedic. The recommended purchase includes the device, spare batteries, battery charger, associated disposable accessories, protective case and one year warranty.

FISCAL IMPACT:
The procurement of this device was allocated and funded at $40,000 in 2019/20 budget cycle. The manufacture quote is $36,533.10. Upon expiration of the one year warranty, this device will be covered under the annual service agreement and add about $300.00 annually to that agreement for calibration and service. This purchase would be a sole source purchase.

**ALTERNATIVES:**

We could not entertain other manufacture products for heart monitors at this time unless we consider entire system replacement at a cost of approximately $220,000.00-$260,000.00 in order to insure training consistency, alignment of service agreements, consistent service schedules, minimizing disposable inventories, and limit liability exposure.

---

**Attachments**

Res. 5212
Stryker Agreement LP15V4
Stryker Sole Source Treatment
CG Sole Source Justification Form
RESOLUTION NO. 5212

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, ACCEPTING THE OFFER FROM STRYKER, INC. TO PROVIDE A LIFEPAK 15 DEFIBRILLATOR MONITOR SYSTEM; AUTHORIZING EXPENDITURE OF PUBLIC FUNDS IN AN AMOUNT NOT TO EXCEED $36,533.10; AND AUTHORIZING THE EXECUTION OF A CONTRACT

BE IT RESOLVED by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande hereby authorize:

A. Accepting the offer from Stryker, Inc. to provide a LIFEPAK 15 Monitor/Defibrillator System for the City’s Fire Department.

B. Expenditure of public funds in an amount not to exceed $36,533.10.

C. Execution by the City Manager of the contract in accordance with the terms contained in Stryker, Inc.’s letter of offer (identified in City records as C.G. Contract No. 1219-10).

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 16th day of December, 2020.

______________________________
Craig H. McFarland
Mayor

ATTEST: 

______________________________
Gloria Leija, MMC
City Clerk

APPROVED AS TO FORM: 

______________________________
Brett Wallace
City Attorney
### New LP15 V4

**Quote Number:** 10065494  
**Version:** 1  
**Prepared For:** CASA GRANDE FIRE DEPT  
**Attn:** Frank Ricci  
**Email:** fricci@casagrandeaz.gov  
**Phone Number:** (520) 421-8777  
**Quote Date:** 11/06/2019  
**Expiration Date:** 02/04/2020

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<th>CASA GRANDE FIRE DEPT</th>
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#### Equipment Products:

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<tr>
<td>1.0</td>
<td>99577-001955</td>
<td>LIFEPAK 15 V4 Monitor/Defib - Manual &amp; AED, Trending, Noninvasive Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, BT.</td>
<td>1</td>
<td>$27,133.80</td>
<td>$27,133.80</td>
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<td>2.0</td>
<td>41577-000284</td>
<td>Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>3.0</td>
<td>11577-000011</td>
<td>Mobile Battery Charger - For the LP15</td>
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<td>$1,814.75</td>
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<td>4.0</td>
<td>21330-001176</td>
<td>LP 15 Lithium-ion Battery 5.7 amp hrs</td>
<td>6</td>
<td>$419.90</td>
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<td>5.0</td>
<td>11577-000002</td>
<td>LIFEPAK 15 Basic carry case w/right &amp; left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device</td>
<td>1</td>
<td>$286.45</td>
<td>$286.45</td>
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<td>6.0</td>
<td>11111-000018</td>
<td>ECG Cable, 12-Lead, 5ft. - Trunk cable with AHA limb leads</td>
<td>1</td>
<td>$333.20</td>
<td>$333.20</td>
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<td>7.0</td>
<td>11171-000049</td>
<td>Masimo™Rainbow™ DCI Adult Reusable SpO2, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.</td>
<td>4</td>
<td>$544.00</td>
<td>$2,176.00</td>
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<td>8.0</td>
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<td>Masimo™;RC Patient Cable - EMS, 4 FT.</td>
<td>6</td>
<td>$378.25</td>
<td>$2,269.50</td>
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**Equipment Total:** $36,533.10

**Price Totals:**

| Grand Total: | $36,533.10 |

Prices: In effect for 60 days.

Terms: Net 30 Days
New LP15 V4

Quote Number: 10065494
Version: 1
Prepared For: CASA GRANDE FIRE DEPT
Attn: Frank Ricci
fricci@casagrandeaz.gov
(520) 421-8777

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Joseph Weston
Email: joseph.weston@stryker.com
Phone Number: (480) 427-9310
Mobile: (480) 427-9310

Quote Date: 11/06/2019
Expiration Date: 02/04/2020

Ask your Stryker Sales Rep about our flexible financing options.

________________________________________
AUTHORIZED CUSTOMER SIGNATURE
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical’s standard terms and conditions can be obtained by calling Stryker Medical’s Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical’s Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker’s terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.
November 23, 2019

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELIS™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFESET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution℠ Government Campus Solution
- Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

Copyright © 2019 Stryker
GDR 3321967_J
# SOLE SOURCE JUSTIFICATION

Please attach justification documentation and forward to the Finance Department.

<table>
<thead>
<tr>
<th>Requested By:</th>
<th>Date: 11/23/2019</th>
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<td>Department:</td>
<td>Fire</td>
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<tr>
<td>Division:</td>
<td>Operations/EMS</td>
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<tr>
<td>Vendor Name:</td>
<td>Stryker, Inc.</td>
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<tr>
<td>Net Cost Delivered:</td>
<td>$ 36,533.10</td>
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<tr>
<td>Material/Service Description:</td>
<td>Life Pack 15 heart monitor/defibrilator</td>
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**Sole Source Justification - Please check all that apply**

- [x] The Vendor is the original equipment manufacturer and there are no regional distributors.
- [ ] The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor.
- [x] The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds.
- [ ] No other equipment is available that shall meet the specialized needs of the department or perform the intended function.
- [x] Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required.
- [x] Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

**Department Director Approval**

I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Name: [signature]
Date: 11-25-19

**Finance Department Approval**

Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Name: [signature]
Date: 11-25-19

**Final Approval**

City Manager Approval Required
- [ ] Yes
- [x] No

City Council Approval Required
- [ ] Yes
- [x] No
SUBJECT:
Consider the Application for a Temporary Extension of Premises/Patio Permit to Daniel M. Keeling, dba Cotton Bowl Lanes to Accommodate a Cornhole Tournament and Fundraising Event from January 3 through February 23, 2020

RECOMMENDATION:
Staff recommends that the City Council instruct the City Clerk to forward a recommendation to the State of Arizona Board of Liquor Licenses & Control for approval of the application for Temporary Extension of Premises/Patio Permit, as requested by Daniel M. Keeling, dba Cotton Bowl Lanes located at 1740 N. Pinal Avenue, Casa Grande, AZ 85122.

DISCUSSION:
The application is for a Temporary Extension of Premises/Patio Permit. The applicant is Daniel M. Keeling, dba Cotton Bowl Lanes located at 1740 N. Pinal Avenue, Casa Grande, AZ 85122. Mr. Keeling would like to extend the serving area to accommodate a Cornhole Tournament and Fundraising Event from January 3 through February 23, 2020.

Cotton Bowl Lanes has been a licensed location since 2005, currently operating with State Liquor License #06110072. The Series #6 (Bar License), allows a Bar Retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

The State of Arizona Board of Liquor Licenses and Control requires that the applicant for an extension of premises/patio permit submit their application to the City Council for their recommendation.

The Planning & Development and Police Departments have reviewed the application, and have no objection to the extension of premises.
**FISCAL IMPACT:**
None. This permit will be a part of their annual business license fee.

**ALTERNATIVES:**
Deny the application and request additional information from the applicant.

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**Attachments**
Cotton Bowl Lanes
TEMPORARY USE PERMIT APPLICATION – ADMINISTRATIVE REVIEW

Applicant:

Name: Daniel Keeling
Mailing Address: 1740 N Pinal Ave
Phone: 520-836-7304 Email Address: murillojamie.cbl@gmail.com

Status (Owner, Lessee, Agent, etc.): Owner
Name & Phone of operator of Temporary Use (If different than applicant): 

Property Owner:

Name: Daniel Keeling
Mailing Address: 1740 N Pinal Ave
Phone: 520-836-7304 Email Address: murillojamie.cbl@gmail.com

Location of Temporary Use: North side of Building
Duration of Temporary Use: 1-3-20 to 2-23-20
Hours of Operation: 10am to 12:00 pm

Type of Temporary Use
The following temporary uses may be reviewed administratively in accordance with City Code Section 17.68.210:

☐ Christmas tree sales
☐ Carnivals, circuses, special events of not over 72 consecutive hours
☐ Garage sales (Limited to 60 consecutive hours)
☐ Tent revival meeting
☐ Model home or lot sales office
☐ Construction trailer or modular building (in conjunction with a permitted development/project)
☐ Storage yard for construction equipment and/or materials (in conjunction with a permitted development/project)
☐ Agricultural sales
☐ Mobile food vendor
☐ Fireworks vendor
☐ Clothing/Goods Donation Drop-Off Boxes
☐ Special retail sales event (in conjunction with an existing retail business) – 10 day limit
☐ Other, Please describe on an additional sheet (Requires Board of Adjustment Approval)

_____________________________ Date: __________________
Signature of Applicant*

_____________________________ Date: __________________
Signature of Operator (if different than applicant)*

_____________________________ Date: 12-10-19
Signature of Owner*

* Applicants who are not the property owner of record are required to have the property owner co-sign the application form or provide a signed Owner Authorization Form (attached) authorizing the submittal of the application.
APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

*Obtain approval from local governing board before submitting to the Department of Liquor*

**Notice: Allow 30-45 days to process permanent change of premises**

☐ Permanent change of area of service. A non-refundable $50. Fee will apply. Specific purpose for change:

☐ Temporary change (No Fee) for date(s) of: 1/3/20 through 2/23/20, list specific purpose for change:

Cornhole league, Fundraisers Cornhole

1. Licensee's Name: Keeling Daniel Maynard License#: 06110072

2. Mailing address: 1740 N Pinal Av City Casablanca Az 85122

3. Business Name: Cotton Bowl Lanes

4. Business Address: 1740 N Pinal Av City Casablanca Az 85122

5. Email Address: murillogameaeb@gmail.com

6. Business Phone Number: 520-836-7304 Contact Phone Number: 520-836-7304

7. Is extension of premises/patio complete?
   ☑ N/A ☐ Yes ☐ No If no, what is your estimated completion date? 1/3/20

8. Do you understand Arizona Liquor Laws and Regulations?
   ☑ Yes ☐ No

9. Does this extension bring your premises within 300 feet of a church or school?
   ☑ Yes ☐ No

10. Have you received approved Liquor Law Training?
    ☑ Yes ☐ No

11. What security precautions will be taken to prevent liquor violations in the extended area? We will have area fenced in and extra staff on hand.

12. Important: Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked “extension” we cannot accept the application.

1/25/2017

Page 1 of 2

Individuals requiring ADA accommodations please call (602) 542-9027
☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

__________________________________________________________

__________________________________________________________

☐ Approval  ☐ Disapproval by DLLC: ___________________________ Date: ___/___/___

Notary

I, (Signature), hereby declare that I am a CONTROLLING PERSON/AGENT filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona
County of Pinal

On this 10 Day of December, 2019 before me personally appeared Daniel Keeling (Print Name of Document Signer)

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 the execution of the above mentioned document.

(Attach Seal Above)________________________________________

Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and BEFORE submitting to the Department of Liquor, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval  ☐ Disapproval

__________________________________________________________

Authorized Signature  Title  Agency  Date

DLLC USE ONLY

Investigation Recommendation: ☐ Approval  ☐ Disapproval by: ___________________________ Date: ___/___/___

Director Signature required for Disapprovals: ___________________________ Date: ___/___/___

1/25/2017
SUBJECT:
Consider a Special Event Liquor License Application for Casa Grande Main Street's Fundraising event scheduled for January 23 -25, 2020

RECOMMENDATION:
It is recommended that Council authorize the City Clerk to forward local approval to the Arizona Department of Liquor Licenses & Control for issuance of Special Event Liquor License, as requested by Casa Grande Main Street. Their request is in conjunction with their fundraising event scheduled for January 23 - 25, 2020 from 11:00 a.m. to 5:00 p.m. at 2121 N. Thornton Rd., Casa Grande, Arizona

DISCUSSION:
The State of Arizona Board of Liquor License and Control assume little jurisdiction and holds no formal hearings on the issuance of Special Event Liquor License. Almost exclusively the local governing body makes decisions regarding the issuance of such permits. This is the only type of liquor license, which will not be issued without the approval of the local governing board

The applicant will file the necessary proof of insurance certificate, prior to the event. The application is attached for Council’s review

FISCAL IMPACT:
None. The City charges no fee for this type of license. A $25.00 per day license is charged by the State

ALTERNATIVES:
Deny the Special Event Liquor License.
APPLICATION FOR SPECIAL EVENT LICENSE

Fees: $25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and
authorized by an Officer, Director, or Chairperson of the Organization.

Last First Middle Date of Birth
Rien Rina Rafaela

2. Applicant’s mailing address: 110 W. 2nd Street, Casa Grande CA 85122

3. Applicant’s home/cell phone: ___________ Applicant’s business phone: (520) 8368744

4. Applicant’s email address: downtown@cgmailbox.com

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Casa Grande Main Street

SECTION 3 Non-Profit/IRS Tax Exempt Number: 86-0693733

SECTION 4 Event Location: Dave White Park Pickleball Tournament

Event Address: 2121 N Thornton Rd, Casa Grande, AZ 85122

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

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2/8/2019
SECTION 6 What type of security and control measures will you take to prevent violations of liquor laws at this event? (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 3 Number of Security Personnel ☐ Fencing ☑ Barriers

Explanation: No alcohol past this point at all barricades, roving patrols checking wristbands and monitoring consumption.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☑ No
(If yes, Local Governing Body Signature not required)

Name of Business ☐ License Number ☐ Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☐ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?
☑ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years? ☑ Yes ☐ No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? 2
(The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

☐ Yes ☑ No If yes, please provide the following: Name of Licensed Contractor:

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

☐ Yes ☑ No If yes, please provide the following: Name of Licensee __________________________ License #: __________________________

5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Casa Grande Main Street Percentage: 100
Address 110 W. 2nd Street, Casa Grande, AZ 85122

Name ____________________________________________ Percentage: __________________________
Address ____________________________________________

Street __________________________ City __________________________ State __________________________ Zip __________________________

2/8/2019

Individually requiring ADA accommodations will them (602) 542-2999
Please read A.R.S. § 4-203.02 Special event license: rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS FULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE / CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Rina Rafaela Rien, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: [Signature]

LOCAL GOVERNING BOARD

Date Received: 12/14/19

I, _______________________________________________________________ recommend □ APPROVAL □ DISAPPROVAL

(Government Official) (Title)

On behalf of ____________________________________________

(City, Town, County) Signature Date Phone

DLLC USE ONLY

□ APPROVAL □ DISAPPROVAL BY: ______________________________ DATE: __/__/__

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice.

8. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY’S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

2/8/2019

Page 3 of 3

Individuals requiring ADA accommodations call (602) 542-2999
SUBJECT:
Bingo License Class "B" Request from the Marine Corps League Casa Grande Detachment 901 for their Premises, Located at 1339 E. Kingman Place, Casa Grande, AZ 85122

RECOMMENDATION:
It is recommended that Council authorize the City Clerk to forward a local approval to the Arizona Department of Revenue, Bingo Section, for issuance of a Class “B” Bingo License, as requested by Lori Byrne, Marine Corps League Casa Grande Detachment 901 for their Premises, Located at 1339 E. Kingman Place, Casa Grande, AZ 85122

DISCUSSION:
The Marine Corps League Casa Grande Detachment 901 are requesting the City’s approval for a Class “B” Bingo License for their premises, located at 1339 E. Kingman Place, Casa Grande, AZ 85122. The bingo license game session will be conducted on Wednesday, Thursday, Friday, Saturday and Sundays from 7:00 a.m. to 7:00 p.m. The revenue proceeds will be utilized for janitorial services, bingo supplies, copies, office supplies, and set up and takedown of tables and chairs. The proceeds will also be utilized to provide monetary donations to local organizations like the Boy Scouts, Toys for Tots, ROTC and Veteran's Assistance.

Class “B” or Small Bingo Game Licenses are issued by the State and are designed for people who wish to play bingo primarily for recreational purposes. Any person or group may apply for a Class “B” License, whose gross receipts do not exceed 300,000.00 are taxes at 1.5 percent.

Arizona Revised Statutes 5-404 (A) and (J) require bingo license applications to be submitted to local governing bodies. The local jurisdiction is required to conduct a hearing and make a recommendation to the licensing authority (the Arizona Department of Revenue).
FISCAL IMPACT:
The applicant will pay the Arizona Department of Revenue a $50.00 fee and the City a $25.00 fee.

ALTERNATIVES:
1. The Council is required to make a recommendation to the Arizona Department of Revenue to approve or deny the Bingo license application.

Attachments

Bingo Application
This Application for Bingo License Packet Includes:

- Arizona Form 833 — Application for Bingo License
- Arizona Form 830 — Affidavit
- Arizona Form 832 — Endorsement by Local Governing Body

It is advisable that you obtain and review a copy of the Arizona Revised Statutes on “Games of Bingo” and the Administrative Rules prior to initiating an application. These documents outline qualifications and requirements for obtaining a bingo license and may be obtained from:

- www.azleg.gov/ and

All forms must be complete and legible. Please type or print using black ink only. Forms are available in a fillable pdf format at Arizona Department of Revenue (ADOR) website www.azdor.gov. Be sure to include on your application a telephone number where you (or another party responsible for the games) can be reached during the day.

The bingo license package for new license and appropriate fees must be sent to and approved by the local governing body (the city council for incorporated cities or the county board of supervisors for unincorporated areas) prior to submission to the ADOR Bingo Section. Upon their approval or disapproval, the local governing body will forward the license package to the ADOR Bingo Section.

Endorsement by Local Governing Body Form

Complete lines 2, 3, and 4 of Arizona Form 832, Endorsement by Local Governing Body and submit to your local governing body with the bingo license package. A bingo license cannot be issued until this form is received by the ADOR Bingo Section.

As part of the review of your application for a bingo license, the ADOR Bingo Section will conduct an analysis of any purchase agreement for either equipment and/or real property to determine that such agreement is bona fide. This analysis is conducted pursuant to A.R.S. 5-406.F. The Bingo Section does not “approve” these agreements as to content or other legal ramifications. You are strongly advised to consult with independent legal counsel to determine your rights and obligations under these agreements.

If you need additional forms or have any questions, please call the ADOR Bingo Section in Phoenix at (602) 716-7801.

CHECKLIST:

Send copies of all documents listed below unless otherwise noted. Before mailing, check to make sure that you have included the following:

1. Original completed Application for Bingo License (Arizona Form 833).

2. Original completed affidavits (Arizona Form 830). Class B and Class C applicants must include a completed affidavit for each person participating in the conduct of your games. Class A applicants must include a complete affidavit for each person participating as a manager, proceeds coordinator and supervisors.

3. Rental agreement if more than one licensee is using the same rented premises in which to hold bingo.

4. Application for Special Bonus Game (Arizona Form 831) available at www.azdor.gov. If you do not conduct special bonus games do not complete the application.

5. License fee payable to the Arizona Department of Revenue:

<table>
<thead>
<tr>
<th>License Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>$10.00</td>
</tr>
<tr>
<td>Class B</td>
<td>$50.00</td>
</tr>
<tr>
<td>Class C</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

6. The local governing body fee will be payable to the appropriate local governing entity:

<table>
<thead>
<tr>
<th>License Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A</td>
<td>$5.00</td>
</tr>
<tr>
<td>Class B</td>
<td>$25.00</td>
</tr>
<tr>
<td>Class C</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

7. If applying as a qualified organization, a current membership list must be submitted and must indicate initial membership dates for all members of the applicant organization. Any person from any branch of the applicant who will be participating in the operation of bingo games must be included on the membership list.

8. If applying as a qualified organization, the following must be submitted: charter documents, articles of incorporation, corporate bylaws, articles of association, minutes of the establishment meeting, and minutes of meetings for two years (two months of each year) immediately prior to the date of application for the applicant, parent and auxiliary.

9. Purchase agreement for real property (where applicable).

10. Purchase agreement/bill of sale for bingo equipment and supplies.

11. Original local governing body endorsement.
**Application for Bingo License**

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- All bingo licenses expire one year from the date of issue. To continue conducting bingo games, you must renew your license prior to the expiration date.

<table>
<thead>
<tr>
<th>1 Applicant's Name</th>
<th>2a Mailing Address</th>
<th>2b State ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marine Corps League Casa Grande Detachment 901</td>
<td>P.O. Box 11003</td>
<td>State AZ 85130</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2a Administrative Office Location</th>
<th>3a City State ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1339 E Kingman Place</td>
<td>Casa Grande AZ 85122</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3b City State ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casa Grande AZ 85122</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4a Name of Contact Person</th>
<th>4b Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori Byrne</td>
<td>(520) 705-8459</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4c E-mail Address</th>
<th>4c Fax No.</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:wwsjor1963@yahoo.com">wwsjor1963@yahoo.com</a></td>
<td>80 RCVD</td>
</tr>
</tbody>
</table>

5 Class B and Class C license applicants only: If applying as a qualified organization, check one box to indicate the type of organization:
- Charitable
- Fraternal
- Religious
- Social
- Volunteer Fire Department
- Homeowners Association
- Veterans
- Nonprofit Ambulance Service

6 Class B and Class C license applicants only applying as a qualified organization, provide parent or auxiliary information:

<table>
<thead>
<tr>
<th>6a Parent Name</th>
<th>6b Auxiliary Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marine Corps League National Umbrella EIN 23-1598250</td>
<td>Address – Number and Street, Rural Rt., Apt. No.</td>
</tr>
<tr>
<td>3619 Jefferson Davis Hwy</td>
<td>City State ZIP Code</td>
</tr>
<tr>
<td>Stafford VA 22554</td>
<td>City State ZIP Code</td>
</tr>
</tbody>
</table>

7 Class B and Class C license applicants only applying as a qualified organization, provide the date the organization was established in Arizona: 1.0.9.1.412.0.0.7

8 Class B and Class C license applicants only applying as a qualified organization, list the current officers of the organization:

<table>
<thead>
<tr>
<th>8a Name</th>
<th>8b Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ross Scanio</td>
<td>Hughes Byrne</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Commandant</td>
<td>Senior Vice Commandant</td>
</tr>
<tr>
<td>Address – Number and Street, Rural Rt., Apt. No.</td>
<td>Address – Number and Street, Rural Rt., Apt. No.</td>
</tr>
<tr>
<td>1339 E Kingman Place</td>
<td>1549 E Prickly Pear Place</td>
</tr>
<tr>
<td>City State ZIP Code</td>
<td>City State ZIP Code</td>
</tr>
<tr>
<td>Casa Grande AZ 85122</td>
<td>Casa Grande AZ 85122</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8c Name</th>
<th>8d Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pat McCaffrey</td>
<td>Richard Heaton</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Junior Vice Commandant</td>
<td>Quartermaster</td>
</tr>
<tr>
<td>1876 N Desert Willow Street</td>
<td>1736 E Walter Drive</td>
</tr>
<tr>
<td>City State ZIP Code</td>
<td>City State ZIP Code</td>
</tr>
<tr>
<td>Casa Grande AZ 85122</td>
<td>Casa Grande AZ 85122</td>
</tr>
</tbody>
</table>

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

審核員名稱（請手寫）

日期

許可證號

有效日期

到期日期

計劃/不許可

類別 A 資格

類別 B 資格

類別 C 資格

ADOR 10334 (1/14)

Previous 71-1010 (4/06)
9 **Class B and Class C license applicants only:** Bingo checking account information:

<table>
<thead>
<tr>
<th>Checking Account Number</th>
<th>Bank Name</th>
<th>Bank Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10 **Class B and Class C license applicants only:** Bingo interest-bearing account information:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Bank Name</th>
<th>Bank Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11 **Class B and Class C license applicants only:** List all officers and/or supervisors authorized to sign checks from the accounts listed above. If applying as a qualified organization, all supervisors must be members of the applicant:

<table>
<thead>
<tr>
<th>11a Name</th>
<th>11b Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rose Scanio</td>
<td>Richard Heaton</td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td><strong>Title</strong></td>
</tr>
<tr>
<td>Commandant</td>
<td>Quartermaster</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Address</strong></td>
</tr>
<tr>
<td>1339 E Kingman Pl</td>
<td>1736 E Walter Dr</td>
</tr>
<tr>
<td>City: Casa Grande</td>
<td>City: Casa Grande</td>
</tr>
<tr>
<td>AZ: 85122</td>
<td>AZ: 85122</td>
</tr>
</tbody>
</table>

12 List the name(s) of the one or two persons who will serve as managers. If applying as a qualified organization, these persons must be members of the applicant. Each person must submit an affidavit.

<table>
<thead>
<tr>
<th>12a Name</th>
<th>12b Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori Byrne</td>
<td></td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td><strong>Title</strong></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Address</strong></td>
</tr>
<tr>
<td>1549 E Prickly Pk</td>
<td>1549 E Prickly Pk</td>
</tr>
<tr>
<td>City: Casa Grande</td>
<td>City: Casa Grande</td>
</tr>
<tr>
<td>AZ: 85122</td>
<td>AZ: 85122</td>
</tr>
</tbody>
</table>

13 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address – Number and Street, Rural, Apt. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hughes Byrne</td>
<td>1549 E Prickly Pk</td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td><strong>City</strong></td>
</tr>
<tr>
<td>Senior Vice Comman</td>
<td>Casa Grande</td>
</tr>
<tr>
<td>dant</td>
<td>AZ: 85122</td>
</tr>
</tbody>
</table>

14 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person must be a member of the applicant. Each person must submit an affidavit.

<table>
<thead>
<tr>
<th>14a Name</th>
<th>14b Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pat McCaffrey</td>
<td></td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td><strong>Title</strong></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Address</strong></td>
</tr>
<tr>
<td>1876 N Desert Willow St</td>
<td>1876 N Desert Willow St</td>
</tr>
<tr>
<td>City: Casa Grande</td>
<td>City: Casa Grande</td>
</tr>
<tr>
<td>AZ: 85122</td>
<td>AZ: 85122</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14c Name</th>
<th>14d Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td><strong>Title</strong></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>Address</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
<td><strong>State</strong></td>
</tr>
<tr>
<td></td>
<td><strong>ZIP Code</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
15 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person must be a member or new member of the applicant. Except for "Class A" licensees, each person must submit an affidavit.

15a Name
Don Glovick

15b Name

15c Name

15d Name

15e Name

15f Name

15g Name

15h Name

16 Street address of the physical location where bingo will be played:

17 Indicate the time on each respective day that bingo will be played:

<table>
<thead>
<tr>
<th></th>
<th>SUN</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THUR</th>
<th>FRI</th>
<th>SAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.m.</td>
<td>☒</td>
<td></td>
<td>a.m.</td>
<td>a.m.</td>
<td>a.m.</td>
<td></td>
<td>a.m.</td>
</tr>
<tr>
<td>p.m.</td>
<td>☒</td>
<td></td>
<td>p.m.</td>
<td></td>
<td>p.m.</td>
<td></td>
<td>p.m.</td>
</tr>
</tbody>
</table>

18 List dates of proposed game cancellation if any:

19 Indicate the type of premises where bingo will be played. Check one box:

a ☒ Neither rent nor mortgage will be paid from bingo funds.

b ☐ Rented or leased. Attach rental affidavit and copy of rental agreement.

<table>
<thead>
<tr>
<th>Landlord's Name</th>
<th>Address - Number and Street, Rural Rt., Apt. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Number (with area code)</td>
<td>City</td>
</tr>
</tbody>
</table>

| ☐ Owned solely by the organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

<table>
<thead>
<tr>
<th>Holder of Mortgage</th>
<th>Address - Number and Street, Rural Rt., Apt. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Number (with area code)</td>
<td>City</td>
</tr>
</tbody>
</table>

| ☐ Owned jointly with other organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

1) Holder of Mortgage

<table>
<thead>
<tr>
<th>Telephone Number (with area code)</th>
<th>Address - Number and Street, Rural Rt., Apt. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

2) Co-Owner Holder:

<table>
<thead>
<tr>
<th>Telephone Number (with area code)</th>
<th>Address - Number and Street, Rural Rt., Apt. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

3) Co-Owner Holder:

<table>
<thead>
<tr>
<th>Telephone Number (with area code)</th>
<th>Address - Number and Street, Rural Rt., Apt. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>
20 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

<table>
<thead>
<tr>
<th>20a Name</th>
<th>20b Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Address – Number and Street, Rural Rt., Apt. No.</td>
<td>Address – Number and Street, Rural Rt., Apt. No.</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

21 Expected bingo expenses:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Mortgage: $________, per month</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b</td>
<td>Rent: $________ per ☐ month ☐ hour ☐ occasion</td>
</tr>
</tbody>
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<thead>
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<tbody>
<tr>
<td>c</td>
<td>Janitorial Services: $100.00 per ☑ month ☐ hour ☐ occasion</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>d</td>
<td>Accounting Services: $100.00 per ☑ month ☐ hour ☐ occasion</td>
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<tr>
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<tr>
<td>e</td>
<td>Security Services: $________ per ☐ month ☐ hour ☐ occasion</td>
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<tr>
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<tbody>
<tr>
<td>f</td>
<td>Bingo Supplies: $________ per</td>
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</tbody>
</table>

**Instructions:**

- List all bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises.
- Include the name, address, and contact information for each licensee.

**Payment Information:**

- **Mortgage:** Payable to $________ per month
- **Rent:** Payable to $________ per ☐ month ☐ hour ☐ occasion
- **Janitorial Services:** Payable to $100.00 per ☑ month ☐ hour ☐ occasion
- **Accounting Services:** Payable to $100.00 per ☑ month ☐ hour ☐ occasion
- **Security Services:** Payable to $________ per ☐ month ☐ hour ☐ occasion
- **Bingo Supplies:** Payable to $________ per

**Note:** Licenses paid prior to receiving net income based on machine income.
**APPLICATION FOR BINGO LICENSE**

21  Expected Bingo Expenses, continued... **Electronic Bingo prizes vary from $0.01 to $1,000.00 (max)**

<table>
<thead>
<tr>
<th>g</th>
<th>Maximum prize payout per occasion: $1,000.00</th>
<th>Attach game schedule that lists individual prize amounts.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Paid to</td>
<td>Address – Number and Street, Rural Rt., Apt. No.</td>
</tr>
<tr>
<td></td>
<td>Telephone number (with area code)</td>
<td>City – State ZIP Code</td>
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</tbody>
</table>

**h  Utility Expenses:**

<table>
<thead>
<tr>
<th></th>
<th>Electric (payable to)</th>
<th>Address – Number and Street, Rural Rt., Apt. No.</th>
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<tbody>
<tr>
<td></td>
<td>Account Number</td>
<td>City – State ZIP Code</td>
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<tr>
<th></th>
<th>Gas (payable to)</th>
<th>Address – Number and Street, Rural Rt., Apt. No.</th>
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<td>Account Number</td>
<td>City – State ZIP Code</td>
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<tr>
<td></td>
<td>Monthly Amount</td>
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<tr>
<th></th>
<th>Water (payable to)</th>
<th>Address – Number and Street, Rural Rt., Apt. No.</th>
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<tr>
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<td>Account Number</td>
<td>City – State ZIP Code</td>
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<tr>
<th></th>
<th>Trash Removal (payable to)</th>
<th>Address – Number and Street, Rural Rt., Apt. No.</th>
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<tbody>
<tr>
<td></td>
<td>Account Number</td>
<td>City – State ZIP Code</td>
</tr>
<tr>
<td></td>
<td>Monthly Amount</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

22  Briefly state the specific projected use of net proceeds from games of bingo:

Net funds to be donated to various organizations (Boy Scouts, VFW, etc.)

I, **Lori Byrne**, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

**APPLICANT’S SIGNATURE**

12/11/19  
**Quartermaster**

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019  
☎️ (602) 716-7801

ADOR 10334 (1/14)  
Previous 71-1010 (4/06)  
Arizona Form 833  
Page 5 of 5
This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name
Marine Corps League Casa Grande Detachment 901
Position (check the appropriate boxes):
☐ Manager  ☐ Supervisor  ☐ Proceed Coordinator  ☐ Assistant

Affiant's Name
LORI A BYRNE
Social Security Number
066-62-5525
Date of Birth
12-02-1963
Address
1549 E PRICKLY PEAR PL
City
CASA GRANDE
State
AZ
ZIP Code
85192
Home Phone No. (with area code)
520-705-8459

If licensee is a qualified organization, complete the following section:
Member?
☐ Yes  ☐ No
Date Joined Organization
11-15-2018
Officers?
☐ Yes  ☐ No
Officer Title
QUARtermaster

Do you have an affidavit on file for any other licensee?
☐ Yes  ☐ No  If "Yes", list license number(s):

I, LORI A BYRNE, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019
☎ (602) 716-7801
Endorsement by Local Governing Body

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A
- License Applicants: Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- Local Governing Body: Complete and return with license package to the Department of Revenue Bingo Section.

☐ New Application  ☐ Change of Location

Date

License Number

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

From (Name of local governing body)

Address (number and street, PO Box)

City  State  ZIP Code

Phone No. (with area code)

☐  This is to certify that on __________ a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:

☐  Application for a bingo license by the following applicant.

☐  Application for a bingo license location transfer.

2 Applicant’s Name

Marine Corps League Casa Grande Detachment 901

3 Location/Address where games will be conducted:

City  State  ZIP Code

4 Fill in the time on the days games will be played:

<table>
<thead>
<tr>
<th>SUN</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THUR</th>
<th>FRI</th>
<th>SAT</th>
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<td>p.m.</td>
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<td>p.m.</td>
</tr>
</tbody>
</table>

5 Background investigations:

☐ have  ☐ have not been conducted on all individuals listed in the Bingo License Application.

6 Recommendation for the application:  ☐ Approved  ☐ Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME

SIGNATURE  DATE  TITLE

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801
SUBJECT:
Award of Contracts for Pavement Preservation Program and CIP Pavement Preservation Projects

RECOMMENDATION:
Staff recommends the Mayor and City Council award contracts for Pavement Preservation to each of the following Contractors: Cactus Asphalt of Tolleson, AZ, Southwest Slurry Seal, Inc. of Phoenix AZ, Ace Asphalt of Phoenix AZ and Regional Pavement Maintenance of Phoenix AZ for multi-year contracts (1st initial year with 2 optional renewal years) to perform pavement preservation work to improve street surfaces to City streets.

DISCUSSION:
Staff advertised a request for bids for various pavement preservation maintenance services; six (6) proposals were received to this solicitation. The intent of this proposal was to issue Contracts to the lowest priced responsive and responsible bidder in each of five (5) pavement preservation categories: Asphalt Chip Seal; Microsurfacing; Slurry Seal Coat; Fog Seal Coat; Crack Sealing.

Based upon the review of the proposals received, staff recommends awarding a contract to Cactus Asphalt for the Asphalt Chip Seal Category; Southwest Slurry Seal Inc. for Microsurfacing, Slurry Seal Coat Category; Ace Asphalt for the Fog Seal Coat Category; Regional Pavement Maintenance for the Crack Sealing category.

Staff intends to utilize these Contracts to execute the City’s Annual Pavement Preservation projects, as well as any Capital Improvement Project (CIP) which may be suitable and require any of the above-mentioned categories.

Staff is requesting spending authorization for these contracts not to exceed the amount budgeted annually for pavement preservation program projects, as well as monies budgeted for applicable Capital Improvement Projects.
This contract has been written to allow the City to exercise an option to renew the contract for two (2) additional one (1) year periods at prices and conditions stated within the contract.

**FISCAL IMPACT:**
Funding in the amount of $1,800,000 is available under account number 201-21-201-100-8301-10000 Annual Pavement Preservation. $200,000 is allocated for striping of City streets and $100,000 for crack sealing material.

**ALTERNATIVES:**
Reject all bids

---

**Attachments**

Ord. 3178  
Solicitation  
Bid Tabulation  
Cactus asphat bid  
Ace asphat bid  
Regional Pavement Bid  
Southwest Slurry Bid  
Ace Services Contract  
Cactus Services Contract  
Regional Services Contract  
Southwest Services Contract
ORDINANCE NO. 3178

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, ACCEPTING BIDS FROM FOUR VENDORS TO PERFORM A VARIETY OF MAINTENANCE TREATMENTS TO CERTAIN CITY STREETS; AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS; AND AUTHORIZING EXECUTION OF A CONTRACT WITH, OR PURCHASE ORDER TO, THE VARIOUS VENDORS

BE IT ORDAINED by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande hereby authorize:

1. Accepting a bid from Cactus Asphalt, a Division of Cactus Transport Inc., to apply asphalt rubber chip seal to certain city streets as part of the City’s Pavement Preservation Program; and, execution by the City Manager of a one (1) year agreement (with a city option to renew for two (2) additional one (1) year periods) at prices and conditions stated within the contract in accordance with the terms contained in the City’s Request for Bids on the project and the Response of Cactus Asphalt thereto (identified in City records as C.G. Contract No. 1219-6); and

2. Accepting a bid from Southwest Slurry Seal, Inc. for microsurfacing and slurry seal coating to certain city streets as part of the City’s Pavement Preservation Program; and, execution by the City Manager of a one (1) year agreement (with a city option to renew for two (2) additional one (1) year periods) at prices and conditions stated within the contract in accordance with the terms contained in the City’s Request for Bids on the project and the Response of Southwest Slurry Seal, Inc. thereto (identified in City records as C.G. Contract No. 1219-7); and

3. Accepting a bid from Ace Asphalt of Arizona, Inc. to apply Fog Seal Coating to certain city streets as part of the City’s Pavement Preservation Program; and, execution by the City Manager of a one (1) year agreement (with a city option to renew for two (2) additional one (1) year periods) at prices and conditions stated within the contract in accordance with the terms contained in the City’s Request for Bids on the project and the Response of Ace Asphalt of Arizona, Inc. thereto (identified in City records as C.G. Contract No. 1219-8); and

4. Accepting a bid from Regional Pavement Maintenance of Arizona, Inc. to apply Crack Sealing to certain city streets as part of the City’s Pavement Preservation Program; and, execution by the City Manager of a one (1) year agreement (with a City option to renew for two (2) additional one (1) year periods) at prices and conditions stated within the contract in accordance with the terms contained in the City’s Request for Bids on the project and the Response of Regional Pavement Maintenance of Arizona thereto (identified in City records as C.G. Contract No. 1219-9); and
5. Expenditure of public funds in an aggregate amount not to exceed the annual budgeted amounts for City pavement preservation activities and approved Capital Improvement Projects.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this _____ day of _________, 2020.

_______________________________
Craig H. McFarland
Mayor

ATTEST:  
______________________________
Gloria Leija, MMC
City Clerk

APPROVED AS TO FORM:

______________________________
Brett Wallace
City Attorney
CITY OF CASA GRANDE

2020 PAVEMENT PRESERVATION PROGRAM

15 OCTOBER 2019
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## 2020 PAVEMENT PRESERVATION PROGRAM

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</tr>
</tbody>
</table>
PLANS (CONSTRUCTION DRAWINGS)

There are no plans or construction drawings issued for this pavement preservation program.

The City of Casa Grande (City) will develop and provide task assignments and purchase order numbers for specific incremental pavement preservation projects that may be assigned to the selected Contractor using the contract bid unit prices established through this procurement to establish the specific project cost. The City will issue a map showing specific locations of the work and specify the nature and type of work associated with each street segment.
INVITATION FOR BIDS

2020 PAVEMENT PRESERVATION PROGRAM

BID DUE DATE: November 19, 2019 (Tuesday)
1:30 PM Local AZ Time

BID SUBMITTAL LOCATION: City of Casa Grande City Clerk's Office
510 East Florence Boulevard
Casa Grande, AZ 85122

PRE-BID CONFERENCE DATE/TIME: November 05, 2019 (Tuesday)
MANDATORY ATTENDANCE REQUIRED
10:00 AM Local AZ Time

PRE-BID CONFERENCE LOCATION: Public Works Operations Center
3181 North Lear Avenue
Casa Grande, AZ 85122

BID DOCUMENTS AVAILABLE AT: City of Casa Grande City Clerk’s Office
510 East Florence Boulevard
Casa Grande, AZ 85122
(520) 421-8600

ESTIMATED PROJECT RANGE: Estimated between $1,300,000 and $1,800,000 annually (no guarantee of amount – budget amount may be divided between two or more contractors selected for this contract)

QUESTIONS SHALL BE DIRECTED TO: Chris Lawson, Streets Supervisor
(520) 421-8625 x4820
clawson@casagrandeaz.gov

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CONTACTING THE CITY CLERKS OFFICE.

Competitive sealed bids for the specified equipment, materials, installations, and/or services shall be received by the City of Casa Grande at the City Clerk's Office, 510 East Florence Boulevard, Casa Grande, Arizona 85122, until the time and date cited. Bids received at or before the stipulated bid due date and time shall be publicly opened and recorded. The City of Casa Grande takes no responsibility for informing recipients of changes to the original solicitation documents. Failure to submit addenda with the bid response may be grounds for deeming the bid non-responsive.

Bids must be in the actual possession of the City Clerk's Office at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Casa Grande City Clerk's office clock.
Bids must be submitted in a sealed envelope. **The bidder's name and address and the project name should be clearly indicated on the outside of the envelope.** All bids must be completed in blue or black ink or typewritten. Questions must be addressed to the person(s) listed above.

*End of Invitation for Bids*
NOTICE OF BID

The City of Casa Grande will receive sealed bids for the following:

2020 PAVEMENT PRESERVATION PROGRAM

Each bid shall be in accordance with the project documents including the special provisions, technical specifications, and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Copies of the project documents can be obtained by visiting the City’s web site at www.casagrandeaz.gov or by calling the City Clerk’s Office at (520) 421-8600.

The Bidder shall be a licensed and bonded contractor in the State of Arizona. Minority, woman-owned, and disadvantaged businesses are encouraged to submit bids.

All bids must be submitted by Tuesday, **November 19, 2019**, at 1:30 PM, local Arizona time, to the City Clerk, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. The bid opening will take place on Tuesday, **November 19, 2019**, at 1:30 PM in the Main Conference Room (2nd Floor), 510 East Florence Boulevard, Casa Grande, Arizona, 85122.

Bids must be addressed to:

City Clerk  
City of Casa Grande  
510 East Florence Boulevard  
Casa Grande, Arizona 85122

The envelope must be boldly marked:

CONTRACTOR’S BID FOR THE  
2020 PAVEMENT PRESERVATION PROGRAM  
FOR THE CITY OF CASA GRANDE  
BID OPENING: TUESDAY, November 19, 2019, at 1:30 PM

*Note: Also include the Bidder’s Name and Address*

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the equipment, materials, installations, or services offered; and to award a contract or contracts for the furnishing of one or more items of the equipment, materials, installations, or services it deems to be in the best interest of the City.

**Larry D. Rains**  
City Manager
INFORMATION FOR BIDDERS

2020 PAVEMENT PRESERVATION PROGRAM

1. SECURING BID DOCUMENTS

   A. Specifications and other bid document forms are available at the following locations:

      City Clerk
      City of Casa Grande City Clerk’s Office
      510 East Florence Boulevard
      Casa Grande, Arizona 85122
      (520) 421-8600

      Or on the City web site at www.casagrandeaz.gov

2. PROJECT DESCRIPTION

   This contract is for pavement preservation work to improve street surfaces in various locations throughout the Casa Grande, Arizona.

   The annual budget for pavement preservation and maintenance for the City of Casa Grande (City) is on the order of $1.3 million to $1.8 million; however, there is no guarantee of the amount of the work, if any, that may be approved for any given City fiscal year. Task orders and assignments will be developed and awarded to the Contractor at any time during the year. The task orders will typically be for streets receiving similar treatments; e.g. streets to be chip sealed, or streets to be slurry sealed, etc.

   The City will develop and provide task assignments and purchase order numbers for specific incremental pavement preservation projects that may be assigned to the selected Contractor, using the contract bid unit prices established through this procurement, to establish the specific project cost. The City will issue a map showing specific locations of the work and specify the nature and type of work associated with each street segment.

   The City reserves the right to award one or more contracts for this program. Realistically, the number of contracts awarded will likely be two; four at the most.

   The City typically alternates the classifications of streets receiving surface preservation treatments each year. One year arterial and collector streets will be completed while the next year residential streets will be completed.

   Arterial and collector streets are typically maintained by the application microsurfacing or rubber chip sealing. Optionally, the City may specific the use of a rejuvenator treatment using PASS-QB emulsified asphalt fog seal. A task assignment may involve one or more types of surface treatments.
Local streets (i.e. residential streets) are typically maintained by the application of a type 2 slurry seal, rubber chip seal, or Polymer Modified MasterSeal (PMM) mineral filled asphalt emulsion pavement sealer. A task assignment may involve one or more types of treatments.

Each street segment to receive a maintenance treatment shall have existing cracks sealed prior to the surface treatment. The City may opt to do the crack sealing using in-house day-labor forces or the City may opt to include crack sealing in the individual task assignment.

The task assignments will include re-striping to replace existing traffic control striping and markings that are obliterated by the new surface treatments. Re-striping and replacement markings shall be done with standard traffic paint meeting the specification requirements.

Other surface treatments that may be specified in any given task assignment include:

- Double chip seal of unimproved (native dirt) roads;
- Cape Seal – a cape seal is the combination of the chip seal and slurry seal (sometimes microsurfacing) applications. The benefits from using a cape seal include a smoother surface with an increased durability by sealing the street surface;
- Any other surface treatments or street maintenance work that the City may opt to include in the task assignment;
- Other miscellaneous and contingent work needed to complete the task order.

The Contractor shall furnish any and all experienced supervision, labor, materials, tools, equipment, supplies, appliances, utility and transportation services required to complete all proposed work in accordance to the technical specifications and terms of these contract documents in a good and workmanlike and substantial manner and to the satisfaction of the City of Casa Grande through its Engineers.

City Project Manager for the 2020 PAVEMENT PRESERVATION PROGRAM

Chris Lawson
Streets Supervisor
City of Casa Grande
3181 North Lear Avenue, Casa Grande, AZ 85122
(520) 421-8625 x4820
clawson@casagrandeaz.gov
3. **CONTENT OF BID SUBMITTAL**

The Bid Package submitted for this project shall contain the following:

- Bid Proposal Form
  - Bid schedule
  - Evidence of contractor licensure by the State of Arizona
  - Minimum of three references with contact information for at least three (3) 2020 PAVEMENT PRESERVATION PROGRAMs or street maintenance contracts of a similar nature, size, and magnitude
- Certification of Bid
- Affidavit on Non-Collusion
- Surety (Bid) Bond
- Certificate of Insurance (COI)

4. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies or omissions in the specifications, the bidder may submit to the City Clerk, a written request for an interpretation or correction thereof no later than the date specified for contractor question deadline in Section 8, Schedule. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by written Addendum duly issued by the City. Contractor shall be responsible to monitor the City of Casa Grande web site for any addendums. All Addendums will be posted by the City Clerk’s Office and become a part of the Original Contract Documents and Technical Specifications Bid Packet. The City will not be responsible for any other explanation or interpretation of the Request for Bids.

5. **ADDENDA**

Any addenda issued by the City during the time of bidding shall form a part of the contract documents and technical specifications bid package provided to the bidder for the preparation of the bid and shall be acknowledged in the bid and shall be made part of the contract. No addenda will be issued less than five (5) days prior to the bid opening.

6. **WITHDRAWAL OF BIDS**

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.
7. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, and provide a straightforward and concise description of the bidder’s capabilities to satisfy the requirements of these guidelines. The bidder shall be responsible for all costs incurred in the proposal and bid preparation and delivery.

8. SCHEDULE

The following is an estimated schedule of events. The City, however, reserves the right to alter this schedule of events as necessary and in the best interest of the City.

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call For Bids Advertisement Dates</td>
<td>October 22, 2019</td>
</tr>
<tr>
<td>Pre-Bid Conference (Mandatory)</td>
<td>November 05, 2019 at 10:00 AM (Tuesday)</td>
</tr>
<tr>
<td>Contractor Question Deadline</td>
<td>November 12, 2019</td>
</tr>
<tr>
<td>Last Date for an Addendum</td>
<td>November 13, 2019</td>
</tr>
<tr>
<td>Bid Submittal Deadline / Bid Opening</td>
<td>NOVEMBER 19, 2019 at 1:30 pm (Tuesday)</td>
</tr>
<tr>
<td>City Council First Reading</td>
<td>December 02, 2019</td>
</tr>
<tr>
<td>City Council Second Reading</td>
<td>December 16, 2019</td>
</tr>
<tr>
<td>Bid Award (includes 30 day cure period)</td>
<td>January 16, 2020</td>
</tr>
<tr>
<td>Construction Contract Notice to Proceed &amp; Project Kick-Off Meeting*</td>
<td>January 27, 2020</td>
</tr>
<tr>
<td>Contract Period / Contract Term</td>
<td>One (1) Calendar Year – With an option to renew for a maximum of two additional years</td>
</tr>
<tr>
<td>Estimated Project Completion</td>
<td>January 27, 2021 – original 1 year term</td>
</tr>
</tbody>
</table>

*Notice to Proceed will not be issued until the Public Works Department has received a copy of an executed and recorded construction contract from the City Clerk’s Office.

9. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected.

The City will perform whatever research it deems necessary into the bidder’s history, financial viability, and references. The bidder shall cooperate with the City’s Project Manager or his designated representative by providing appropriate and requested information.
10. EVALUATION

Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s). For this annual pavement preservation program that includes two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most.

11. REQUIREMENTS

The City has established certain requirements as specified in the General Requirements, General Conditions, Special Conditions, and Technical Specifications sections. None of these requirements are designed to give any bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to submit a bid provided that they feel they are qualified to do so.

If the bidder does not meet any of the stipulated requirements, the bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City’s determination that a deviation is not material does not excuse the bidder from full compliance with all other specifications if the contract is awarded to the firm/company.

12. METHOD OF PAYMENT

Contractor shall submit monthly billing statements to the attention of the City Project Manager. Contractor shall include the percent complete on the progress application that is authorized by the City Project Manager. The contractor shall reference on the billing statement the assigned purchase order number or the City contract number.

The City of Casa Grande makes every effort to generate payment for claims within 30-days from the initial request.

13. DELIVERY OF PRODUCT/COMPLETION OF WORK

The proposed work is seasonal in nature. The work schedule for each task assignment shall be mutually agreed-upon between the Contractor and the City for each specific task order. Upon receiving the Notice-to-Proceed and Purchase Order Number for the task assignment, the Contractor shall mobilize and commence construction activities on that task assignment within 10 calendar days.
14. EXECUTION OF AGREEMENT

Successful bidder will be required to execute the contract provided for the project incorporating the plans (construction drawings), contract documents, and technical specifications. The Notice-to-Proceed will not be issued and a project construction kick-off meeting shall not be conducted until the City’s Public Works Department is in receipt of an executed and recorded contract from the City Clerk’s Office. The bidder to whom the Contract is awarded by the City shall, within 15 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies of the agreement. A sample Form of Contract (Agreement) is included in this bid packet – note that the contract specifics may change to comply with the bid specifications or to meet the needs of the City for this project.

15. MISCELLANEOUS INFORMATION

A. All prices quoted will reflect the total to the City for the equipment, items, project, and services, and shall include all applicable taxes, fees, and other charges.

B. The City will not honor any invoices or claims which are tendered more than sixty (60) calendar days after the close of the City’s fiscal year for work completed.

C. The City is not responsible for any bidder’s errors or omissions.

D. All bids submitted to the City are to remain firm for a minimum period of one hundred eighty (180) calendar days from the date the bids are officially opened.

E. The apparent successful bid is not officially accepted until such time as the bidder receives written notice of acceptance from the City Clerk.

F. Where the bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and signed by the legal signature of an officer authorized to bind the entity to a contract.

G. The Contractor is required to obtain a business license and number to perform the work on this project.

H. Successful bidder shall be required to register with the City.

End of Information for Bidders Section
GENERAL REQUIREMENTS

1. PROJECT DESCRIPTION

This contract is for pavement preservation work to improve street surfaces in various locations throughout the Casa Grande, Arizona.

The annual budget for pavement preservation and maintenance for the City of Casa Grande (City) is on the order of $1.3 million to $1.8 million; however, there is no guarantee of the amount of the work, if any, that may be approved for any given City fiscal year. Task orders and assignments will be developed and awarded to the Contractor at any time during the year. The task orders will typically be for streets receiving similar treatments; e.g. streets to be chip sealed, or streets to be slurry sealed, etc.

The City will develop and provide task assignments and purchase order numbers for specific incremental pavement preservation projects that may be assigned to the selected Contractor, using the contract bid unit prices established through this procurement, to establish the specific project cost. The City will issue a map showing specific locations of the work and specify the nature and type of work associated with each street segment.

The City reserves the right to award one or more contracts for this program. Realistically, the number of contracts awarded will likely be two; four at the most.

The City typically alternates the classifications of streets receiving surface preservation treatments each year. One year arterial and collector streets will be completed while the next year residential streets will be completed.

Arterial and collector streets are typically maintained by the application microsurfacing or rubber chip sealing. Optionally, the City may specify the use of a rejuvenator treatment using PASS-QB emulsified asphalt fog seal. A task assignment may involve one or more types of surface treatments.

Local streets (i.e. residential streets) are typically maintained by the application of a Type 2 slurry seal, rubber chip seal, or Polymer Modified MasterSeal (PMM) mineral filled asphalt emulsion pavement sealer. A task assignment may involve one or more types of treatments.

Each street segment to receive a maintenance treatment shall have cracks that are 1/8” or wider sealed prior to the surface treatment. The City may opt to do the crack sealing using in-house day-labor forces or the City may opt to include crack sealing in the individual task assignment.
The task assignments will include re-striping to replace existing traffic control striping and markings that are obliterated by the new surface treatments. Re-striping and replacement markings shall be done with standard traffic paint meeting the specification requirements.

Other surface treatments that may be specified in any given task assignment include:

- Double chip seal of unimproved (native dirt) roads;
- Cape Seal – a cape seal is the combination of the chip seal and slurry seal (sometimes microsurfacing) applications. The benefits from using a cape seal include a smoother surface with an increased durability by sealing the street surface;
- Any other surface treatments or street maintenance work that the City may opt to include in the task assignment;
- Other miscellaneous and contingent work needed to complete the task order.

The Contractor shall furnish any and all experienced supervision, labor, materials, tools, equipment, supplies, appliances, utility and transportation services required to complete all proposed work in accordance to the technical specifications and terms of these contract documents in a good and workmanlike and substantial manner and to the satisfaction of the City of Casa Grande through its Engineers.

City Project Manager for the 2020 PAVEMENT PRESERVATION PROGRAM

Chris Lawson
Streets Supervisor
City of Casa Grande
3181 North Lear Avenue, Casa Grande, AZ 85122
(520) 421-8625 x4820
clawson@casagrandeaz.gov

2. PRE-BID CONFERENCE

Prospective Bidders are invited to attend a mandatory pre-bid conference to be held on:

November 05, 2016 (Tuesday) at 10:00 am

Pre-Bid Conference Location:

City of Casa Grande Public Works North Operations Center
3181 North Lear Avenue, Casa Grande, AZ 85122

The purpose of this conference will be to clarify the contents of the plans (construction drawings), contract documents, bid forms, special provisions, and technical specifications to prevent any misinterpretation or misunderstanding of the City’s position on any aspect of the project. Any question or doubt as to the requirements of the project documents, or any apparent omission or discrepancy, should be presented to the City at this pre-bid conference. The City will then determine the appropriate action necessary, if any, and issue a written addendum as provided for herein. Oral statements or instructions shall not carry any weight and shall not constitute an amendment or addendum for the project.
3. **SUBMITTING BIDS**

A. No bid will be considered unless it is made upon the proposal form(s) contained herein and submitted along with the project proposal pamphlet containing all required supplemental information as described herein. No project proposal pamphlet shall be disassembled. All blank spaces for proposal prices must be filled in (in ink, typewritten, or printed) and the total base bid must be in both words and numeric figures.

B. A bid may be withdrawn prior to the time set for opening of bids.

C. Bids received after the time and date specified in the NOTICE OF BID will be returned unopened to the bidder.

4. **SURETY (BID) BOND REQUIREMENTS**

A. No proposal will be read unless accompanied by a proposal guarantee in the form of a certified or cashier's check, or surety bond, in the amount of 10% of the bid amount. The guarantee shall be made payable to and shall be acceptable to the City of Casa Grande.

B. Such bonds shall be executed solely by a surety company or company holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable to and shall be acceptable to the City of Casa Grande and 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 required by law.

C. The surety (bid) bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

   i. All proposal guarantees, except those of the three lowest qualified bidders, will be returned following the opening and checking of the bid proposals. The proposal guarantees of the three lowest qualified bidders will be returned after the contract documents have been executed.

5. **AWARD AND EXECUTION OF THE CONTRACT**

A. The contract will be awarded, or all bids rejected, as soon as practical after the date of the opening of bids, as stated in the NOTICE OF BID. The contract will be awarded within one hundred eighty (180) days after the bid opening date, unless otherwise agreed upon in writing by both parties to the contract.
B. Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s). For this annual pavement preservation program that includes two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most. The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.

C. Protest Procedure:

i. Any bid protests shall be submitted in writing to the City Clerk, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, AZ 85122, within 72 hours of the bid award notification.

ii. Protests must contain, at a minimum, the name, address and telephone number of the protester, the signature of the protester or its legal representative, evidence of authority to sign on behalf of the bidder, a detailed statement of the legal and factual grounds of the protest including copies of relevant data, and the form of relief requested.

iii. Within three (3) business days of receipt, and after consultation with legal counsel, the City’s Project Manager, and/or others, the City will respond to the protest.

iv. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.

D. Bonds in the following amounts will be required to be submitted by the lowest qualified bidder within ten (10) working days after the notice of award and receipt of contract:

i. Bond for benefit of labor and material suppliers at 100 percent of the bid price.

ii. Bond for performance of contract at 100 percent of the bid price.

E. Information relative to execution of the contract documents may be obtained from the Administrative Services Director, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, Arizona 85122.

6. CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS TO THE SUCCESSFUL BIDDER

A. PDF files of the Plans (Construction Drawings), Contract Documents and Technical Specifications will be provided to the successful bidder for their self-printing purposes. If needed, the successful bidder may request and obtain four additional sets of printed Contract Documents and Technical Specifications for this project from the City at no additional cost.
B. If the successful bidder desires more than the four sets of printed Plans (Construction Drawings), Contract Documents and Technical Specifications, the Contractor/Vendor shall make arrangements with the City’s Project Manager regarding the requested number of additional sets and the Contractor shall pay the additional costs to reproduce the desired number of sets of plans and/or project documents.

7. STANDARD DETAILS AND SPECIFICATIONS

A. Except as otherwise required in the technical specifications, construction of this project shall be in accordance with all applicable requirements of the Uniform Standard Specifications and Details for Public Works Construction as sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition, et. seq.

B. The project’s traffic control devices, signage, pavement markings, and equipment installation and operation shall also comply with all applicable requirements of the:


   ii. The most current version of ADOT Standard Drawings and Specifications for Traffic Signals, Lighting and Pavement Markings and Signing.

8. START AND COMPLETION OF WORK

A. Work shall start within ten (10) calendar days after the starting date set forth in the "Notice to Proceed" issued to the Contractor for the initial task assignment for work under this pavement preservation project. The contract will have a one (1) year term that expires on the 1st year anniversary date of the executed contract. The City of Casa Grande may elect to exercise an option to renew the contract for up to two (2) additional one (1) year contract periods at the prices and conditions stated in the Bid Proposal Form.

The first additional one-year period shall begin at the end of the original contract year for the first additional option year and shall be in effect for one year. The second additional one-year period shall begin at the end of previous two contract years for the second additional option year and shall be in effect for one year. All work underway on the contract shall be completed before the effective contract expiration date, unless the contract term is extended by an approved change order.

The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.
B. Completion times (or dates) will be stipulated in the Notice to Proceed for each individual work order or task assignment. It is the Bidder's responsibility to review the number of calendar days listed to complete this Work. If the Bidder believes that the number of days listed is not sufficient, the Bidder must notify the City in writing, a minimum of ten (10) calendar days prior to the start of work, of the number of additional days the company would require to complete the task order work. Any and all requests will be reviewed by the City. If the City determines that additional days should be allowed, an addendum will be issued stating the new number of calendar days required to complete the work.

C. Liquidated damages in the amount of one thousand dollars ($1,000.00) per calendar day may be assessed for each day the work remains incomplete after the scheduled and agreed upon completion date for each individual task order assignment.

9. QUANTITIES

A. All quantities stated on the bid form are subject to adjustment as may be dictated by Project and/or City requirements. Quantities at variance with the stated bid quantities may be paid for as required during the term of the agreement at the quoted prices, except as otherwise noted herein.

B. For this pavement preservation program, the quantities listed in the bid schedule are approximations only of the possible amount of work that may be assigned to the Contractor during the one year contract period. The Contractor should expect the quantities to vary considerably for any given line item, both during the one year contract period and from year to year if the two annual contract extensions are individually awarded.

C. The quantities listed in the bid schedule for this pavement preservation program are used only for the purposes of comparing category bid price subtotals and the total bid price to determine the lowest cost bidder(s) for the work for contract award purposes.

10. MEASUREMENT AND PAYMENT

A. Measurement and payment for all pay items in the proposal shall be as indicated in the Technical Specifications section.

B. Measurement of the various items in the proposal shall be for each item of completed work, with no allowance for waste.
C. Payment for the various items in the bid proposal will be made at the unit price bid in the proposal and shall be compensation in full for furnishing all materials, labor, supervision, tools supplies, taxes, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans/drawings and as required in the standard and technical specifications, complete with all connections, testing, and related work to make the work fully functional for the purpose intended. Each unit, item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances, for the satisfactory use and operation of said item, unless specifically called for otherwise in these contract documents.

D. Total quantities indicated in the bid proposal are approximate and for bidding purposes only. Contractor will be paid for the quantity of items actually constructed as measured on the ground by the City Inspector or as otherwise agreed to by the City and the Contractor.

E. Partial payments may be made once a month based upon satisfactory completion of the work in progress. No payment will be made for amounts less than Five Hundred Dollars ($500.00), except to close out the project.

F. A retainage of 10 percent shall be deducted from all partial payment requests up through completion of fifty percent of the scheduled construction activities. After completion of 50% of the scheduled construction, a retainage of 5 percent will be subtracted from all subsequent partial payment requests to insure satisfactory completion of the work by the Contractor.

G. The entire retainage shall be released to the Contractor upon final acceptance of the project and as part of the Contractor's final invoice.

H. In accordance with State statutes, the Contractor may post securities in an escrow account in lieu of the 10% retention. The worth of the securities shall be of an amount equal to or greater than 10% retention.

**11. INSURANCE REQUIREMENTS**

A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain, until the work is completed and accepted by the City, minimum insurance coverage as required by MAG Section 103 – AWARD AND EXECUTION OF THE CONTRACT.

B. Within ten (10) working days after notice of award and receipt of the contract, the Contractor shall submit to the City a "Certificate of Insurance" form completed by his insurance carrier or agent certifying that minimum insurance coverage’s as required are in effect and will not be canceled or changed until 10 days after written notice is given to the City of Casa Grande.
C. These insurance policies shall not expire until all work has been completed and the project has been accepted by the City of Casa Grande. If a policy does expire during the life of the contract, a renewal certificate of the required coverage must be sent to the City of Casa Grande not less than five (5) days prior to the expiration date.

D. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City of Casa Grande.

i. The certificate of insurance shall name as an additional insured the City of Casa Grande. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

ii. Additionally, the Contractor will be required to purchase and maintain Worker’s Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker’s Compensation insurance, including occupational disease provisions, for all the latter’s employees, unless such employees are covered by the protection afforded by the Contractor.

iii. Also:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage Insurance</td>
<td>$500,000 each person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>Protective Liability Insurance</td>
<td>$500,000 each person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each accident</td>
</tr>
</tbody>
</table>

12. AFFIDAVIT FORMS

A. The Affidavit of Non-Collusion form in this proposal must be filled out completely by each bidder prior to the time set for opening of bids.

13. CONSTRUCTION LAYOUT AND STAKES

A. The Contractor shall provide all construction and control staking for the project construction which establishes the alignments and grades for the roadway or pipe centerlines, limits of work, location and extent equipment installations and of bore pits and sleeves, and inverts of all piping, manholes, valves and appurtenances. Alignment and elevation stakes shall be furnished by an Arizona Registered Land Surveyor at 25 foot intervals, at grade and/or alignment changes, at equipment locations, and other locations as needed and as deemed necessary and required by the City Engineer through his Construction Inspector. The Contractor shall furnish all additional intermittent stakes for the layout and construction of the work.
i. Upon request by the Contractor, the City can furnish horizontal and vertical survey control information in hard copy and/or electronic format.

B. The Contractor shall perform the work in accordance with the Surveyor's stakes and marks and shall be charged with full responsibility for conformity and agreement of the work with such stakes and marks and to the project plans and specifications.

C. The Contractor shall be held responsible for the preservation of all stakes and marks. If the construction stakes or marks have been damaged, destroyed, or disturbed for any reason, the cost of replacing them will be borne by the Contractor at no cost to the City.

D. The Contractor shall give notice to the City Engineer and/or City Project Manager not less than three (3) working days in advance of when the survey construction staking services will be completed in connection with any portion of the work to facilitate the City’s checking of the completeness of the construction staking layout.

14. PERMITS AND FEES

A. Payment of fees for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande right-of-way normally requiring a permit from the City will be waived for this City project.

B. City business licenses will be required of the prime contractor and all subcontractors performing work within the City of Casa Grande.

C. Payment of City sales tax has not been waived by the City, and all applicable taxes, City or otherwise, shall be incorporated in the bid.

D. Payment of City landfill tipping fees for clean fill/milled material has been waived by the City. All other construction debris and waste disposal is subject to standard City of Casa Grande landfill tipping fees and shall be incorporated in the bid.

15. CONTRACTORS LICENSE LAW

A. Contractor shall comply with, and require all subcontractors to comply with, State and City Contractors License Law, and shall be duly registered and licensed thereunder. Contractors shall comply with the provisions of "An Act to Regulate the Business of the Contracting", Title 32, Chapter 10, Arizona Revised Statutes, and "Rules and Regulations for Contractors", dated March 1969, or the latest revision thereof adopted under the provisions of A.R.S. Title 32, Chapter 10.
16. BID SUBMITTAL DEAD LINE

Sealed bids marked ‘BID ON THE 2020 PAVEMENT PRESERVATION PROGRAM FOR THE CITY OF CASA GRANDE’ will be received on or before Tuesday, November 19, 2019 at 1:30 P.M. in the office of the City Clerk, Casa Grande City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Bids will be opened and read aloud immediately thereafter.

End of General Requirements Section
BID PROPOSAL FORM

2020 PAVEMENT PRESERVATION PROGRAM

Place ______________________________________

Date ______________________________________

City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with the City’s invitation for bids and all conditions of the Contract Documents and Technical Specifications, the undersigned ________________________________, a corporation organized under the laws of the State of Arizona; or a partnership consisting of ________________________________________________________________ *; or an individual trading as __________________________________________________________ in the City of ____________________________;

having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all equipment, supplies, materials, labor, and everything necessary for completion of the work described in the "NOTICE OF BID" for the City of Casa Grande, and to construct the same and install the equipment and materials therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through and under the direction and supervision of its Engineer, or their properly authorized agents, and strictly pursuant to and in conformity with the Contract Documents and Technical Specifications prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the prices stipulated for the work described on the bid schedule contained on the following pages:

*Insert names of president, secretary and treasurer of corporation
## BID SCHEDULE

**Bidder’s Name:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Units</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Liquid Asphalt PG64-16TR (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100 TON</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Polymer Modified Asphalt Rubber (for Asphalt Chip Seal w/ HVT Chips)</td>
<td>100 TON</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Rubberized Asphalt Binder, Field Blend (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100 TON</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Emulsified Asphalt CRS-2p (for Asphalt Chip Seal)</td>
<td>100 TON</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Cover Chips – LVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Cover Chips – LVT (Pre-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Cover Chips – HVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Cover Chips – HVT (Pre-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Pavement Striping (4” painted line width equivalent)</td>
<td>25,000 LF - 4&quot;W</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25 EA</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000 EA</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000 %</td>
<td>% (Show % to 2 decimal places)</td>
<td>$ (Bid % x $200,000)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000 %</td>
<td>% (Show % to 2 decimal places)</td>
<td>$ (Bid % x $200,000)</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance LS $ N/A</td>
<td>$</td>
<td>N/A</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR ASPHALT CHIP SEAL CATEGORY**

(Sum of Bid Items 1 thru 14 inclusive) $
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Units</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>MICROSURFACING &amp; SLURRY SEAL CATEGORY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Emulsified Asphalt PMCQS-1h (RTE) – Polymerized (for Microsurfacing)</td>
<td>100 TON</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Aggregate Microsurfacing (Type III) (Mineral Filler and Aggregate)</td>
<td>1,000 TON</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Emulsified Asphalt LMCQS-1h (for Slurry Seal Coat)</td>
<td>100 TON</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Emulsified Asphalt PMCQS-1h (for Slurry Seal Coat)</td>
<td>100 TON</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Aggregate Type II (for Slurry Seal Coat)</td>
<td>1,000 TON</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Aggregate Type III (for Slurry Seal Coat)</td>
<td>1,000 TON</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Pavement Striping (4” painted line width equivalent)</td>
<td>25,000 LF - 4”W</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25 EA</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000 EA</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000 %</td>
<td>% (Show % to 2 decimal places)</td>
<td>$ (Bid % x $200,000)</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000 %</td>
<td>% (Show % to 2 decimal places)</td>
<td>$ (Bid % x $200,000)</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance LS</td>
<td>$ N/A</td>
<td></td>
<td>$ N/A</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL BID AMOUNT FOR MICROSURFACING &amp; SLURRY SEAL CATEGORY</strong> (Sum of Bid Items 15 thru 26 inclusive)</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Item No.</td>
<td>Item Description</td>
<td>Estimated Quantity*</td>
<td>Bid Units</td>
<td>BID Unit Price</td>
<td>Total Extended BID Price</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>27</td>
<td>Polymer Modified MasterSeal (PMM) – (Mineral Filled Asphalt Emulsion for Pavement Sealing)</td>
<td>100</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>28</td>
<td>Emulsified Asphalt PASS-QB (for Fog Seal Coats)</td>
<td>100</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>Emulsified Asphalt SS-1h (for Fog Seal Coats)</td>
<td>100</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>30</td>
<td>Pavement Striping (4” painted line width equivalent)</td>
<td>25,000</td>
<td>LF - 4”W</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>31</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>32</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>33</td>
<td>Traffic Control – Residential &amp; Collector Streets ** (Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td>$200,000</td>
<td>%</td>
<td>(Show % to 2 decimal places)</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td>34</td>
<td>Traffic Control – Arterial Streets ** (Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td>$200,000</td>
<td>%</td>
<td>(Show % to 2 decimal places)</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td>35</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR FOG SEAL COAT CATEGORY**  
(Sum of Bid Items 27 thru 35 inclusive)  
$
The Bidder is allowed to bid on any individual category, or any or all combination of bid categories, contained in the Bid Schedule.

The Bidder must bid all line items contained in any categories that are bid.
TRAFFIC CONTROL **

** Traffic control has been added to each of the four bid categories as shown in the bid schedule included herein. The bid percentage for traffic work will control for contract payment purposes. For example, if a Contractor bids 5.00% in the bid unit price box, and the actual price for the constructed work ends up being $200,000; then the payment to the contractor for traffic control will be $10,000 (5.00% of $200,000).

In order for comparable comparison of bids for each category, the Bidder is required to multiply the percentage bid in the Bid Unit Price box times the assumed contract amount (Estimated Quantity) of $200,000 for each Traffic Control Item and insert the product in the Total Extended Bid Price box. For example, if the Bidder bids traffic control for one of the traffic control line items at 4.50%; then the Bidder shall take 4.50% times the provided quantity amount of $200,000 and enter the resulting product of $9,000.00 in the box for the Total Extended Bid Price.

The City believes this is the best and fairest way to pay for traffic control for each bid category and enables the City to fairly compare Bid Totals for each Category, including traffic control, to select the low bidders for Contract award.

QUANTITIES *

* Please note that the estimated quantities are approximate only and will vary from these totals. The quantities listed in the bid schedule for this pavement preservation program are used only for the purposes of comparing category bid price totals to determine the lowest cost bidder(s) for each category of the work for contract award purposes.

For this 2020 PAVEMENT PRESERVATION PROGRAM, the quantities listed in the bid schedule are approximations only of the possible amount and/or value of the total work that may be assigned to the Contractor(s) during the one year contract period. The Contractor(s) should expect the quantities to vary considerable for any given line item, both during the one year contract period and from year to year if the two annual contract extensions are individually awarded. There is no guarantee or commitment on the amount of work, if any, that may be assigned to the Contractor in any given year.

BASIS FOR BID

The Bidder is required to bid at least one category and can bid any or all of the categories. The bidder must bid each and every line item within the individual Category being bid as contained in the bid schedule. The bidder shall record the total bid price for each and every category being bid.
The total bid price for each category is used only to compare bids received for the purpose of selecting one or more Contractors (likely 2 Contractors will be selected; 4 at the most) for the 2020 PAVEMENT PRESERVATION PROGRAM contract. **The contract for this PAVEMENT PRESERVATION PROGRAM shall be for a one (1) year term contract, with an option to renew for a maximum of two (2) additional years**, for providing pavement surface preservation, treatment, sealing, maintenance, and other items of work including all equipment, labor, supervision, materials, supplies, and maintenance services to the City of Casa Grande, on an on-call, as-needed and where-needed basis through individual task/purchase orders and assignments.

The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.

**OPTION TO RENEW**

The City of Casa Grande may elect to exercise an option to renew the contract for up to two (2) additional one (1) year periods at the conditions stated herein. The first additional one-year period shall begin one year after the original Notice to Proceed and shall be in effect for one year, and the second additional one-year period shall begin two years after the original Notice to Proceed and shall be in effect for one year.

Should the City of Casa Grande decide to exercise their option to renew the contract for the 1st renewal year and for the 2nd renewal year, the bid unit prices shall remain the same as shown on the bid schedule, or upon request by the Contractor and agreement by the City, the bid unit prices may be negotiated and agreed upon prior to the renewal and extension of the contract for each additional year. The City will consider the requested adjustments in their decision to renew the contract each program year.

The City will use as a basis for negotiation of the new contract unit pricing for the asphalt/bituminous material items ADOT’s ‘Price Adjustment for Bituminous Material’ (see the Technical Specifications section, Paragraph 10, A. General Requirements, that references potential annual adjustment of the pricing for asphalt/bituminous material based on ADOT’s ‘Price Adjustment for Bituminous Material’).

Negotiated contract unit prices for the other bid items, except for the bituminous material bid items, traffic control items, and Uniformed Off-Duty Police Officers allowance, shall be based on market adjustment factors as agreed to by the City.

In compliance with the above, the undersigned offers and agrees to furnish any and all of the items or services enumerated, and upon which prices are quoted at the unit price set opposite each item, delivered within the timeframe specified.
AVAILABILITY OF FUNDS

The bidder acknowledges and agrees that each contract year is subject to the availability of funds as approved by the City Council. In the event that funding is not appropriated, the Contract will expire at no additional cost to either party. In addition, the City reserves the right to decline its Option to Renew the Contract for the first or second additional one (1) year periods for each fiscal year covered by this bid.

ALL INCLUSIVE UNIT PRICES

Unit price bids shall cover all items needed to complete the described work including but not limited to labor, supervision, tools, equipment, supplies, hardware, and materials for each bid schedule line item of work for the construction of chip seals, microsurfacing, slurry seal coats, fog seals, crack cleaning and sealing, traffic control striping and marking, and all other contingent and appurtenant work as applicable to the pavement preservation program. Unit prices shall include all shipping, delivery, and transportation costs.

ACCEPTANCE OF BID PROPOSAL

Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s) for one or more bid categories. For this annual pavement preservation program that includes up to two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most.

The undersigned hereby declares that representatives of the Bidder have visited the City to familiarize themselves with the overall street system and have carefully examined the Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work that may be assigned by task order and/or purchase order, as either increased or decreased, in accordance with the provisions of the technical specifications for the unit bid prices stipulated in the Bid Schedule.

The undersigned understands that all work associated with 2020 PAVEMENT PRESERVATION PROGRAM, as specified for this contract, shall be in accordance with the contract documents, technical specifications, and bid documents identified for the "2020 PAVEMENT PRESERVATION PROGRAM," all applicable Maricopa Association of Government's Uniform Standard Specifications and Details; all applicable requirements of the Manual on Uniform Traffic Control Devices; and all applicable requirements of the ADOT Standard Drawings and Specifications; except as otherwise required by the Project Contract Documents and Technical Specifications.
The undersigned understands that this Bid Proposal Form and Bid Schedule shall be submitted with a Proposal Guarantee of Certified Check, Cashier's Check, or Surety (Bid) Bond for an amount not less than 10 percent of the amount bid, along with a Certification of Bid form, and a completed Affidavit of Non-Collusion.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande, the Bidder/Contractor will execute the contract documents and furnish the required bonds and certificates of insurance.

The Work shall be completed based on the type, amount, and locations of various items of work specified in individual task assignments and/or purchase orders, beginning with the day following the starting date specified in the Notice to Proceed and ending with the contract expiration date. Completion times (or dates) for each task order will be stipulated in the Notice to Proceed. The time allowed for completion of the work is intended to include lead time for obtaining all necessary materials, supplies, and/or equipment needed to complete the work in its entirety.

**BID PACKAGE**

The Bid Package submitted for this project shall contain the following:

- Bid Proposal Form
  - Bid schedule
  - Evidence of contractor licensure by the State of Arizona
  - Minimum of three references with contact information for at least three pavement preservation contracts of a similar nature, size, and magnitude

- Certification of Bid
- Affidavit on Non-Collusion
- Surety (Bid) Bond
- Certificate of Insurance (COI)
Bid respectfully submitted by:

Contractor’s Firm Name (Bidder) ____________________________________________

By: ____________________________________________
Officer & Title

ATTEST: ____________________________________________

__________________________________________
Officer & Title

Bidder’s Full Address

__________________________
Witness (if Bidder is an Individual)

*Provide addresses of corporate officers or partners if different than business address:

__________________________________________

__________________________________________

__________________________________________
The bidder hereby acknowledges receipt of and agrees his proposal is based on the preceding Addenda issued (line-out non-issued addendum number as appropriate):

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Issue Date</th>
<th>Acknowledgement Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUM NO. 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDENDUM NO. 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDENDUM NO. 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDENDUM NO. 4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor’s/Bidder’s Signature ____________________________________________

By: ____________________________________________

License No. ____________________________________________

Classification ____________________________________________

End of Bid Proposal Form
CERTIFICATION OF BID

2020 PAVEMENT PRESERVATION PROGRAM

Corporate Name

Address

City, State, and Zip

Type of Entity

State of Incorporation

Phone Number

Casa Grande Business License Number (if Applicable)

Signature of Authorized Officer

Print Name of Authorized Officer

Title of Authorized Signatory

Bidder hereby certifies to the City of Casa Grande, by signing and submitting this bid, which includes Notice of Bid, Information to Bidders, Technical Specifications, Bid Proposal Form, Issued Addenda, and Certification of Bid, that they have read, fully understand, and will comply with said invitation for bids and all associated bid documents.
AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA ) ss
COUNTY OF )

__________________________________________
(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is ____________________________________________
(TITLE)

of ____________________________________________
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he/she certifies as follows:
That neither he/she nor anyone associated with the said ____________________________________________
(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project:

2020 PAVEMENT PRESERVATION PROGRAM

City of Casa Grande, Arizona

__________________________________________
(NAME)

__________________________________________
(TITLE)

__________________________________________
(NAME OF BUSINESS)

Subscribed and sworn to before me this _________ day of ____________________________, 2019

__________________________________________
(NOTARY PUBLIC)

My Commission Expires:

__________________________________________
SURETY (BID) BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ______________________________________________________________________,
as Principal, (hereinafter called the Principal), and the ________________________________
________________________________________________________________________________, a corporation
duly organized under the laws of the State of _____________________, as Surety, (hereinafter
called the Surety), are held and firmly bound unto the City of Casa Grande as Obligee, in the
sum of Ten Percent (10%) of the total amount of the bid of Principal, submitted to the City of
Casa Grande for the work described below, for the payment of which sum, well and truly to be
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and
administrators, successors and assigns, jointly and severally, firmly by these presents, and in
conformance with A.R.S.

WHEREAS, said Principal is herewith submitting its proposal for the City of Casa Grande –
2020 PAVEMENT PRESERVATION PROGRAM.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and
Certificates of Insurance as specified in the Contract Documents and Technical Specifications
with good and sufficient Surety for the faithful performance of such contract and for the
prompt payment of labor and material furnished in the prosecution thereof, or in the event of
the failure of the Principal to enter into such contract and give such Bond and Certificate of
Insurance, if the Principal shall pay to the City of Casa Grande the sum of money set forth above
as liquidated damages for failure of the Principal to enter into the contract, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _______ day of ___________________, A.D., 2019

___________________________________  ________________________________
Principal       Surety

___________________________________  ________________________________
Title        Title

Witness:

Witness:
FORM OF CONTRACT

Contract No. __________

2020 PAVEMENT PRESERVATION PROGRAM

Project No. __________

Engineering Department
City of Casa Grande

CHRIS LAWSON
520.421.8625
CLAWSON@CASAGRANDEAZ.GOV

CONTRACTOR: ______________________________

CONTACT NAME: _____________________________

PHONE:  ____________________________________

EMAIL:  ____________________________________
THIS CONTRACT made and entered into by and between the City of Casa Grande, a Municipal Corporation (the “City”) and ________________________, (the “Contractor”).

The City and the Contractor for the consideration named agree as follows:

SECTION 1. The complete Contract includes all of the Contract Documents as if set forth in full herein. The Contract and all Contract Change Orders issued after the execution of the Contract, Addendum No(s) ___________ ______ issued prior to the opening of the bids, the Special Provisions, the Project Plans (Exhibit(s) ______), the Standard Plans, the Standard Specifications, the Waterworks Standards, Reference Specifications, the Bidder’s Proposal, the Notice Inviting Bids, , the A.R.S §35-393 and 35-393.01 Certification Form, the Performance Bond and the Payment Bond all of which are essential parts of this Contract as defined in Attachment 1. In the event of any conflict in these provisions, the terms of the Contract Documents shall control, each over the other, in the order provided.

SECTION 2. The Contractor shall furnish all materials, except as otherwise provided in the Plans or Specifications, and will perform all the work for the

PROJECT NO. ______________________

PROJECT NAME: 2020 PAVEMENT PRESERVATION PROGRAM

necessary to complete in a good, workmanlike, and substantial manner the work in accordance with the Contract Documents for this Project. The Contract documents are specifically referred to and made a part hereof this Contract.

SECTION 3. The City will pay the Contractor the amount of ______________________ (Dollars) ($___________ ) for a base contract, subject to change of materials and work orders. The Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City subject to additions and/or reductions of the quantities of the various bid items at the unit prices bid for furnishing all labor and materials and for doing all the work contemplated and embraced under this Contract. The Contractor further agrees that:

a. The City will not pay any claim submitted to the City by the Contractor unless the claim is SUBMITTED IN WRITING to the City and APPROVED BY THE CITY IN WRITING BEFORE any such work is started.

b. The City will not pay for any cost increases for labor and materials outside the original prices as set forth in the Bid Schedule unless SUBMITTED IN WRITING to the City and AGREED TO IN WRITING by the City IN ADVANCE.

c. In the event of unforeseen difficulties or obstructions arising out of the nature of the work to be performed are encountered by the Contractor, the Contractor SHALL NOT MOVE FORWARD with any additional work until that work is APPROVED IN WRITING by the City’s Project Manager.

d. The Contractor shall be responsible for all expenses incurred by or in consequence of the suspension and/or discontinuance of work CAUSED BY Contractor.

e. The Contractor shall faithfully complete the work in the manner and in accordance with the Contract Documents and the requirements of the City’s Project Manager under them.

f. Any additional charges incurred without WRITTEN CONSENT of the City shall be considered incidental costs to the Contract with NO COST to the City.
SECTION 4. TIME IS OF THE ESSENCE for this Contract. The Contractor agrees to commence work pursuant to this Contract within ________ calendar days after the date of authorization specified in the Notice to Proceed and to diligently prosecute the same, day to day, to completion within ________ calendar days after the date provided except as adjusted by subsequent Contract Change Order(s). All additional work, when authorized by executed Change Order(s) shall be compensated for by a fee as mutually agreed upon by the City and Contractor.

When a contractor submits a request for a date extension for which work must be completed in a contract, a written Contract Change Order shall be initiated outlining the reason for applying for the extension and the drop-dead date the work will be completed. If the extension is agreed to and signed by the City and the Contractor, it binds the Contractor to complete the work by the extended date designated in the amendment unless the delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor. It is agreed the City’s only liability for delay from any cause shall be limited to granting a time extension to the Contractor. There is no other obligation, expressed or implied, on part of the City to the Contractor for delay from any cause.

SECTION 5. If the work to be performed by Contractor for this Contract is not timely completed, the Contractor shall pay to the City $_______ as liquidated damages for each day the work remains incomplete after the scheduled completion date. The scheduled completion date for determining liability for liquidated damages shall be ____________ consecutive days from the effective date of City’s Notice to Proceed to the Contractor.

For the purpose of determining applicability of liquidated damages, completion time shall be extended only if delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor per Section 6.

SECTION 6. Force Majeure: Notwithstanding any other term, condition, or provision hereof to the contrary, in the event any party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such party by the terms hereof due to labor strikes, nationwide material shortages, war, civil disturbances, unusual weather conditions, natural disasters, acts of God, or other events beyond the control of such party, the time period provided herein for the performance by such party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events and must be agreed to IN WRITING BY BOTH PARTIES.

SECTION 7. The Contractor agrees to indemnify, defend, and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from all losses, claims, suits, demands, expenses, subrogations, attorney’s fees, or actions of any kind and nature arising out of the Contractor’s negligence or any subcontractor employed by the Contractor including bodily injury and death, damages to any property or any other losses, claims, suits, demands, and/or expenses, arising or alleged to have arisen out of the work performed, except any injury or damages arising out of the sole negligence of the City, its officers, agents or employees. The amount and type of insurance coverage requirements set forth in Section 8 will in no way be construed as limiting the scope of indemnity in this paragraph.

SECTION 8. INSURANCE.

8.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor’s insurer shall have a minimum A.M. Best’s rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.
The insurance coverages to be purchased and maintained are:

**8.1.1 Workers' Compensation.** Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

**8.1.2 General Liability.** Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- $1,000,000 for each occurrence of bodily injury and property damage; and
- $1,000,000 for personal injury;

**8.1.3 Automobile Liability.** Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

**8.1.4 Property Insurance.** A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

**8.1.5 Adjustment of Liability Limits.** If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 8.1.2 and 8.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

**8.1.6 Professional Liability.** The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

**8.2 Insurance Certificate.** Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

**8.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
8.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

8.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

8.3 Severability of Interests. The policies referenced in 8.1.2 and 8.1.3 shall contain a severability of interests clause, generally providing, “the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s insurance.”

8.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers, and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande’s benefit.

8.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor’s financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

SECTION 9. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment for services rendered and accepted by the City before the effective date of termination.

The City reserves the right to terminate in whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written notice of default to the Contractor for failing to perform the stipulations, conditions or services/specifications required in this Contract. The Contractor shall have 5 days from receipt of the notice to rectify the failure or establish a plan for remedy. Contractor shall provide documentation of the remedy or proposed plan for approval by the City.

The City may terminate this Contract for cause if:

A. In the opinion of the City, the Contractor attempts to impose personnel, materials or services of an unacceptable quality;

B. In the opinion of the City, the Contractor fails to furnish the required services and/or product within the time stipulated in the Contract;

C. In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

D. The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.
In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

If funds that are appropriated or allocated for the payment of obligations under this Contract are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event that this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Upon Notice of Termination the Contractor shall appraise the work the Contractor has completed and submit this appraisal to the City for evaluation.

The Contractor shall receive as compensation for services performed through the date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of the Contractor fee described in this Contract and shall be in the amount mutually agreed to between the Contractor and the City. The City shall make this final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items or service.

Notice required under this section shall be in writing and shall be served by certified mail upon the other party. When served by certified mail, services shall be conclusively deemed made five (5) days after posting thereof in the United States mail, postage prepaid.

SECTION 10. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

SECTION 11. The Contractor agrees that any inspection by the City Representative or by other agents or employees of the City of the work performed is for the purpose of ensuring the technical competence of the work and adherence to other contractual provisions. Inspections are not for the purpose of safeguarding workers on the job, which is the sole responsibility of the Contractor.

The Contractor warrants that he/she is fully familiar with all the safety requirements of the Occupational Safety and Health Act as promulgated by the Federal Government and as implemented by the State of Arizona, and that he/she will be solely responsible for implementing and enforcing the same at all times.

SECTION 12. The Contractor agrees to accomplish the work with a minimum of traffic interruption. If it becomes necessary to close any traffic lanes on any street within the City, permission must first be obtained from the City Engineer's Office. Permission shall be requested at least 48 hours in advance for residential streets and 72 hours in advance for arterial streets. The Contractor shall furnish and place all detour signs and any other warning signs in accordance with the SPECIAL PROVISIONS.
SECTION 13. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

SECTION 14. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona. Should the City bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract, the City shall recover, in addition to all other relief, its reasonable attorney’s fees and court costs to be fixed by the court.

SECTION 15. It is agreed that the ____________________________ or his/her designee is authorized to execute Contract Change Order(s) necessary to the prosecution of the work, all in accordance with the Standard Specifications.

SECTION 16. The Contractor agrees that he/she will not proceed with any extra work unless he/she has been authorized in writing to do so by the ____________________________ or his/her designee prior to the commencement of any extra work.

SECTION 17. The Parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor without prior written consent of the City.

SECTION 18. No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

SECTION 19. The Contractor shall cause the Performance Bond and Payment Bond to remain in full force and effect through the warranty and guarantee period. By my signature hereunder, as Contractor, I agree to keep the Performance Bond and Payment Bond or cashier’s check in equivalent of the full Performance Bond and Payment Bond in full force and effect through said period. The cashier’s check shall serve the same purposes and fully cover the requirements of a Performance Bond and a Payment Bond.

SECTION 20. By my signature hereunder, as Contractor, I certify that I will comply with all provisions of the City of Casa Grande Project No. ________________________.

SECTION 21. This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.
SECTION 22. DISPUTES

22.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

22.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

SECTION 23. By my signature hereunder, as Contractor, I agree that even if only one (1) Progress Payment is prosecuted by the City of Casa Grande for this Project, the City will retain ten percent (10%) of the Progress Payment amount. The ten percent (10%) retention will be discharged in accordance with the Standard Specifications.

SECTION 24. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney’s fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor’s duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor my be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney’s fees and costs of defense) to the extent caused by the City’s negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City’s own negligence.
SECTION 25. By my signature hereunder, as Contractor, I agree that I am not an employee of the City, and that I am performing the duties as an Independent Contractor, supplying my own employees, and maintaining my own insurance and handling all of my own internal accounting. The City in no way controls, directs, or has any direct responsibility for the actions of the Contractor. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

By my signature hereunder, as Contractor, I understand and acknowledge that the City will not withhold federal or state income. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor’s performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

By my signature hereunder, as Contractor, I agree that I shall be responsible for the compliance with the United States Immigration Reform and Control Act of 1986, and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this Act. This indemnification includes the costs of suit.

By my signature hereunder, as Contractor, I agree that I shall be responsible for compliance with the Americans with Disabilities Act of 1990 and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this act. This indemnification includes the costs of suit.

SECTION 26. By their signatures hereunder, as Contractor and City, the Parties agree to be bound by all applicable Federal and State regulations governing Equal Opportunity and Non-Discrimination.

SECTION 27. Pursuant to the requirements of Arizona Revised Statutes, Title 34, the City will require both of the following documents to be completed and submitted before the final payment is made and retainage is released.

1. A certification from the Prime Contractor that all bona fide project claims and bills from his/her subcontractors and suppliers have been paid, and that all his/her project claims against the City have been resolved (CONTRACTOR’S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS).

2. The consent of surety affidavit signed by an authorized representative of the surety (CONSENT OF SURETY TO FINAL PAYMENT AND FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES).

The City of Casa Grande reserves the right to obtain from the Contractor “satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work”.
SECTION 28. This Contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

SECTION 29. In accordance with A.R.S. §35-391, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan. In accordance with A.R.S. §35-393, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran.


SECTION 31. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor’s or subcontractor’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City’s random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
SECTION 32. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents, or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

SECTION 33. In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor’s receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona’s Public Records Laws.

SECTION 34. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney’s Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

SECTION 35. The provisions of paragraphs 5, 8, 9, 10, 13, 14, 21, 22, 24, 25, 26, 29, 31, 32, 33, 34, and 38 as well as the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

SECTION 36. This is the entire Contract between the parties. If any portion(s) of this Contract is (are) later found to be invalid or unenforceable, such portion(s) shall be null and void and without any effect on the rest of the Contract which shall continue in full force and effect.

SECTION 37. This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

SECTION 38. Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that it has signed the A.R.S §35-393 and 35-393.01 Certification Form, which is attached hereto and incorporated herein, to that effect.

THIS CONTRACT SHALL BE VALID UPON EXECUTION BY THE PARTIES.
Dated this the _____ day of _____, 2020.

City of Casa Grande, an Arizona municipal corporation.

By: ______________________________
   Larry D. Rains,
   City Manager

By: ______________________________
   Name: _________________________
   Title: __________________________

Attest:

______________________________
Gloria Leija, City Clerk CMC/AAE

Approved as to form:

______________________________
Brett Wallace, City Attorney

**SIGNING INSTRUCTION TO THE CONTRACTOR:**

SIGNATURE MUST BE FROM A CORPORATE OFFICER OR OWNER. IN THE EVENT THAT ANOTHER INDIVIDUAL IS SIGNING, A LETTER OF AUTHORIZATION FROM A CORPORATE OFFICER OR OWNER INDICATING SIGNATORY AUTHORITY FOR THAT INDIVIDUAL MUST BE PROVIDED.

**CORPORATE ACKNOWLEDGEMENT(S)**

State of _________________  )
    ) ss
County of _________________)  Acknowledgment

On this _____ day of _____, _____, _____ personally appeared before the undersigned and acknowledged _____ self to be the _____ of _____, being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No. _____), in the capacity therein stated, and for the purposes therein contained, by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

______________________________
Notary Public

My commission expires: ___________________
ATTACHMENT 1 – DEFINITION OF TERMS

Addendum – Written or graphic instrument(s) issued in writing, after advertisement, but prior to the opening of the Bids, which alter, change, clarify, correct, modify or revise the Contract Documents.

Bid – The offer of the bidder, submitted on the prescribed form(s) to perform the Work and/or furnish material(s) and/or furnish labor and/or furnish equipment at the price(s) quoted.

Bidder’s Proposal – The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Bidders Bond – The security furnished with a bid to guarantee that the bidder shall enter into the contract if the bid is accepted.

Change Order – A written order, issued and signed by the City Department Director or designee to the Contractor, directing addition(s), deletion(s) or revision(s) in the Work, adjustment in Contract Price(s) or Contract Time, said Change Order(s) is/are issued after the execution of the Contract, all as incidental to the prosecution of the Work as advertised.

Contract – The written agreement between the City and the contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of the work, the furnishing of labor and materials and the basis of payment.

Liquidated Damages – The monetary damages amount that the parties to the Contract shall be paid to the City by the Contractor for each day the work remains incomplete after the scheduled completion date. The Liquidated Damages amount will be set in accordance except as otherwise required in the project specifications, shall be in accordance with all applicable Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG), latest edition, et seq.

Notice Inviting Bids – The public announcement, as required by law, inviting Bids for work to be performed and/or materials to be furnished and/or labor to be furnished and/or equipment to be furnished.

Payment Bond – The security provided by the contractor solely for the protection of claimants supplying labor and materials to the contractor or to subcontractors of the contractor.

Performance Bond – The security provided by the contractor solely for the protection of the contracting agency and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof.

Project Manager – The City designee in direct charge of the Project and responsible for the completion of the project according to the provisions of the Contract.

Project Plans – Specific details and dimensions peculiar to the work which are supplemented by the standard details insofar as they may apply.

Reference Specifications – Any specifications referred to in the Contract Documents other than Standard requirements peculiar to an individual project.
Special Provisions – Additions and revisions to the Standard Specifications covering conditions and Specifications, including, but not limited to: bulletins, standards, rules, methods of analysis or tests, codes, other agency specifications, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the Project or issuing the permit, unless otherwise specifically referred to by edition, volume or date.

Standard Plans – The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Standard Specifications – The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Waterworks Standards – The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate, unless modified within the Plans and/or the Standard Notes and Detail Plan Sheet for the City of Casa Grande and Arizona Water Company Details.

End of Form of Contract
Definitions contained in A.R.S. 35-393:

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 and 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:

_____ 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.

_____ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

_____________________________  _______________________________
Company Name     Signature of Person Authorized to Sign

_____________________________  _______________________________
Company Street Address   Printed Name of Signatory

_____________________________
City, State, Zip     Title of Signatory
CONSENT OF SURETY TO FINAL PAYMENT AND
FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES

The undersigned Surety (the “Surety”), having provided the City of Casa Grande the City with a payment bond for the payment of labor and material provided to the Contractor (the “Contractor”) in connection with Project No. (the “Project”) consents to final payment and full release of all retainage to Contractor held by City in connection with the Project.

Surety further releases City from all claims, past, present, future, known or unknown which it may assert or could have asserted against City as a result of City’s final payment and release of the retainage held in connection with the Project.

This release is only intended to relieve City of any liability or responsibility in connection with final payment and full release of retainage to the Contractor in connection with the Project and shall in no way be construed to relieve Surety of any obligation under the payment bond issued for the Project.

IN WITNESS WHEREOF, the Surety has executed this instrument this _____ day of ______________, 2020.

SURETY

________________________________________

Authorized Representative

________________________________________

Title

STATE OF ________________

) ss:

COUNTY OF ________________

The foregoing instrument was acknowledged before me this _________ day of ________________, 2020 by _____________________________ , on behalf of _____________________________ .

________________________________________

Notary Public

My Commission Expires: ____________________________
CONTRACTOR’S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

Project No.: __________________________

Project Name: __________________________

________________________________________

To the City of Casa Grande, Arizona:

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

The undersigned, for the consideration of $____________________ as set out in the final pay estimate, as full and complete payment under the terms of the contract, waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described contract.

The undersigned further agrees to indemnify, defend and save harmless the City of Casa Grande against any and all liens, claims of liens, suits, actions, damages and expenses whatsoever, which the City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of installation.

________________________________________
Contractor

By: _____________________________________

STATE OF ____________________________
COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this _________ day of ____________________, 2020, by ____________________________, on behalf of ____________________________.

________________________________________
Notary Public

My Commission Expires: ____________________
CONTRACT EXHIBIT “A”—SCOPE OF WORK

This contract is for pavement preservation work to improve street surfaces in various locations throughout the Casa Grande, Arizona.

The annual budget for pavement preservation and maintenance for the City of Casa Grande (City) is on the order of $1.3 million to $1.8 million; however, there is no guarantee of the amount of the work, if any, that may be approved for any given City fiscal year. Task orders and assignments will be developed and awarded to the Contractor at any time during the year. The task orders will typically be for streets receiving similar treatments; e.g. streets to be chip sealed, or streets to be slurry sealed, etc. The total value of any individual task order will not exceed the total amount of $1 million.

The City will develop and provide task assignments and purchase order numbers for specific incremental pavement preservation projects that may be assigned to the selected Contractor, using the contract bid unit prices established through this procurement, to establish the specific project cost. The City will issue a map showing specific locations of the work and specify the nature and type of work associated with each street segment.

The City reserves the right to award one or more contracts for this program. Realistically, the number of contracts awarded will likely be two; four at the most.

The City typically alternates the classifications of streets receiving surface preservation treatments each year. One year arterial and collector streets will be completed while the next year residential streets will be completed.

Arterial and collector streets are typically maintained by the application microsurfacing or rubber chip sealing. Optionally, the City may specify the use of a rejuvenator treatment using PASS-QB emulsified asphalt fog seal. A task assignment may involve one or more types of surface treatments.

Local streets (i.e. residential streets) are typically maintained by the application of a type 2 slurry seal, rubber chip seal, or Polymer Modified MasterSeal (PMM) mineral filled asphalt emulsion pavement sealer. A task assignment may involve one or more types of treatments.

Each street segment to receive a maintenance treatment shall have cracks that are 1/8” or wider sealed prior to the surface treatment. The City may opt to do the crack sealing using in-house day-labor forces or the City may opt to include crack sealing in the individual task assignment.

The task assignments will include re-striping to replace existing traffic control striping and markings that are obliterated by the new surface treatments. Re-striping and replacement markings shall be done with standard traffic paint meeting the specification requirements.
Other surface treatments that may be specified in any given task assignment include:

- Double chip seal of unimproved (native dirt) roads;
- Cape Seal – a cape seal is the combination of the chip seal and slurry seal (sometimes microsurfacing) applications. The benefits from using a cape seal include a smoother surface with an increased durability by sealing the street surface;
- Any other surface treatments or street maintenance work that the City may opt to include in the task assignment;
- Other miscellaneous and contingent work needed to complete the task order.

The Contractor shall furnish any and all experienced supervision, labor, materials, tools, equipment, supplies, appliances, utility and transportation services required to complete all proposed work in accordance to the technical specifications and terms of these contract documents in a good and workmanlike and substantial manner and to the satisfaction of the City of Casa Grande through its Engineers.

City Project Manager for the 2020 PAVEMENT PRESERVATION PROGRAM

Chris Lawson
Streets Supervisor
City of Casa Grande
3181 North Lear Avenue, Casa Grande, AZ 85122
(520) 421-8625 x4820
clawson@casagrandeaz.gov

(Note: this scope of work may be modified as needed at the time of award)
CONTRACT EXHIBIT “B” — PAYMENT SCHEDULE

(to be completed at the time of award)
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PREMISES:

That, ____________________________________________ (hereinafter called the Principal), as Principal, and __________________________________________________________________, a corporation organized and existing under the laws of the State of ______________________, with its principal office in the City of __ ______________________________, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona (hereinafter call the Obligee) in the amount of:

_______________________________________________________________________ Dollars ($__________________________), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the construction and installation of the:

"2020 PAVEMENT PRESERVATION PROGRAM"

for the City of Casa Grande which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal is awarded said contract and shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.
The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of __________________, 2020

________________________________________
PRINCIPAL

________________________________________
AGENCY OF RECORD

BY

________________________________________
SURETY

________________________________________
AGENCY ADDRESS

BY

Performance Bond Form – 2nd page
LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PREMISES:

That, __________________________________________ (hereinafter called the Principal), and __________________________________________,
a corporation organized and existing under the laws of the State of ________________
with its principal office in the City of _____________________________, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Casa Grande, State of Arizona (hereinafter call the Obligee) in the amount of:

________________________________________________________________________ Dollars ($__________________________), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal intends to enter into a certain written contract with the Obligee for the construction and installation of the:

"2020 PAVEMENT PRESERVATION PROGRAM"

for the City of Casa Grande which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal is awarded said contract and shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to comply with the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copies at length herein.
The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this _____ day of __________________, 2020

__________________________________________
PRINCIPAL

__________________________________________
AGENCY OF RECORD

__________________________________________
SURETY

__________________________________________
AGENCY ADDRESS

Labor and Materials Bond Form - 2nd page
GENERAL CONDITIONS

1. GENERAL

EXCEPT AS MODIFIED WITHIN THESE GENERAL CONDITIONS,

The "Uniform Standard Specifications for Public Works Construction" as published by the Maricopa Association of Governments (MAG), latest edition, shall apply as listed below:

SECTION TITLE (MAG Specs)

101 Abbreviations and Definitions
102 Bidding Requirements and Conditions
103 Award and Execution of Contract
104 Scope of Work
105 Control of Work
106 Control of Materials
107 Legal Relations and Responsibility to Public
108 Commencement, Prosecution and Progress
109 Measurement and Payments

2. MODIFICATION TO SECTION 104, "SCOPE OF WORK"

104.1.2 Maintenance of Traffic

Delete first sentence and insert:

Contract operations shall be in accordance with the Manual on Uniform Traffic Control Devices, latest edition, as published by the Federal Highway Administration.

Add the following paragraphs:

Unless a full street closure is authorized by the City Engineer, a minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

On residential and collector streets, the City may authorize one-lane one-way travel, or one-lane two-way travel with the use of flaggers.

The contractor shall not perform work over weekends, holidays, or during any special events that will be discussed during the kick-off meeting without written authorization from the City Engineer.

A travel lane shall be defined as a minimum ten feet of roadway width with a safe motor vehicle operating speed of twenty-five miles per hour.
A travel lane will not be considered as satisfactorily open to traffic until it has been graded reasonably smooth and is continually maintained dust free in an approved manner.

The Contractor shall provide and maintain all necessary traffic controls and must provide flashing arrow boards to protect and guide traffic for all work in the construction area.

The Contractor shall maintain all existing traffic signs erect, clean, and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect, clean, and in full view of the intended traffic at all times. If these signs interfere with construction, the Contractor shall notify the City Inspector at least 48 hours in advance for City forces to temporarily relocate said signs. City crews will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete.

Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonably direct route to at least one major street. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least twenty-four hours in advance.

The Contractor shall be required to provide a uniformed off-duty City of Casa Grande police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized arterial intersection, railroad track crossing, or at other locations, if it should become necessary in the opinion of the Engineer. During construction activities that do not restrict a signalized intersection, police officer hours may be reduced to peak traffic hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.) or suspended at the direction of the Engineer. All requests for off-duty officers will be made through the Casa Grande Police Department Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work on the project.

An arterial intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two hundred fifty (250) feet beyond the edge of the intersected right-of-way on all legs of the intersection.

Measurement for payment of the uniformed off-duty Casa Grande Police Officer hours will be made by the actual number of person-hours used. Because the quantity of hours is dependent on the Contractor's schedule of activities and construction staging, the unit price bid for this item will be administered as a contingency bid item, and any adjustment in hours will not be subject to the 20 percent limitation.

Payment for the uniformed off-duty Casa Grande Police Officer time will be made at the contract unit price bid per hour for OFF-DUTY CASA GRANDE POLICE OFFICER and shall include the net hourly rate per police officer at the current City established wage scale, increased to include withholdings for Federal, State, FICA, Medicare, Workmen's Compensation insurance, and any other payroll administrative costs.
**Traffic Control Plan** – The Contractor shall prepare a traffic control plan for the project and submit it to the Engineer for review and approval at least five working days before the pre-construction conference. The traffic control plan shall include flashing arrow boards, barricades, and signs, and shall address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the Engineer for approval at least 72 hours before implementation.

**Payment for the traffic control item** shall be made at the bid/contract % of construction price for TRAFFIC CONTROL as described in the BID PROPOSAL FORM and BID SCHEDULE.

Should it become imperative for the Contractor to close off a portion of any minor street, the Contractor must obtain approval from the Traffic Engineer twenty-four (24) hours prior to the street closing. The Contractor must provide all the necessary signs to detour traffic and notify, in writing, the City of Casa Grande Emergency Services Dispatcher. The maximum amount of time that the street may be closed is from 9:00 a.m. to 4:00 p.m., except as noted herein.

**104.1.4 Cleanup and Dust Control**

In the third paragraph, replace the reference to "Maricopa County Bureau of Air Pollution Control" with “Pinal County Air Quality Control District”.

*Add the following five paragraphs:*

The Contractor shall provide for the disposal of all waste products, debris, hazardous materials, and other undesirable material (including excess material) and shall make the necessary arrangements for such disposal.

The disposal of all waste products, debris, hazardous materials, and other undesirable material (including excess material) shall comply with all prevailing and applicable Federal, State, County, and local laws, rules, regulations, codes, and procedures established for the handling, removal, transport, and disposal of the aforementioned items.

All structures, such as detector boxes, manhole covers, water valves, survey monuments and handholes, shall be restored to their original condition.

The Contractor shall be required to transport all millings and all excess material to the City landfill site.

The Contractor and his sub-contractors will be required to pay tipping charges and/or dumping fees for the disposal of any debris, rubble, or removal items hauled to the City of Casa Grande municipal landfill. No fee will be required for disposal of clean fill and/or asphalt millings at the City landfill.
104.2.2  [Alternation of Work] Due to Physical Conditions

Add the following paragraph:

All losses or damages arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any casualty whatsoever of every description, or from any physical conditions other than unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense. The Engineer’s determination as to what constitutes an unusual obstruction or unusual difficulty shall be final.

3. MODIFICATION TO SECTION 105, "CONTROL OF WORK"

105.8  Construction Stakes, Lines and Grades

Add the following paragraph:

At all times survey staking performed for the completion of this project shall be supervised by a qualified civil engineer or qualified land surveyor registered to practice in the State of Arizona who shall be responsible for the accurate location of the work for completion of the work in accordance with the design concepts.

105.10  Inspection of Work

Add the following two paragraphs:

The Engineer will provide inspections on a periodic basis as a function of the work being performed by the Contractor. The Contractor, upon presumptive completion of each element of construction, shall request that the Engineer make an inspection of said element. The Contractor shall give notice to the Engineer not less than three working days in advance of when he will require inspection services in conjunction with any element or portion of the work. The Contractor shall not proceed with the subsequent element of construction until such time as the Engineer has approved the current work items and element. Should the Contractor proceed with any element without approval from Engineer, the Owner may require the Contractor to remove any portion of the work occurring prior to authorization to proceed at the Contractor’s expense with no compensation for materials and labor extended on the unauthorized work.

The Contractor shall not perform work over weekends or holidays for which inspection is required without written authorization from the Engineer and with the consent of the project Owner. Should the Contractor be allowed to perform such work over weekends or holidays, the Contractor shall bear the expense of all inspection and compliance testing performed during such periods.
4. MODIFICATION TO SECTION 106, "CONTROL OF MATERIALS"

106.2  Samples and Tests of Materials

*Delete the second paragraph and replace it with the following four paragraphs:*

The cost of testing of source materials, quality control, or any other tests that are required to certify that the materials comply with the specifications shall be borne by the Contractor. These tests shall be conducted and completed prior to the placement of the material in the work. Results of such tests will be submitted to the Engineer for approval prior to placement of the materials that are within the Scope of Work.

The cost of initial or normal testing for quality control of the materials placed during the prosecution of the work shall be paid for by the Contractor or his representative at no cost to the Owner.

Additional testing required due to failure of the initial or normal testing shall also be paid for by the Contractor.

The Engineer will approve the laboratory which will accomplish the initial and additional testing prior to its use on the project.

5. MODIFICATION TO SECTION 107, "LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC"

107.2  Permits

*Delete the section and rewrite as follows:*

Costs for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande's rights-of-way and/or as part of on-site development normally requiring a permit fee from the City will be waived.

Contractor and all subcontractors performing work within the City Limits of Casa Grande shall have a valid City business license and shall pay all applicable sales tax.

The Contractor shall be responsible for securing and paying for any hydrant meters required for furnishing site construction water including deposits and all fees required by the water provider, Arizona Water Company or San Carlos Irrigation Project, at no cost to the Owner.

Contractor shall be required to provide advanced notice (48-hours minimum) to residents and businesses in advance of any work under this contract.
107.11 Contractor's Responsibility for Utility Property and Services

Add the following three paragraphs:

Existing utilities are present within the project corridors and areas. The Contractor shall notify all owners of utilities at least two working days prior to any construction and shall verify that all utilities have been "Blue Staked (Located)" prior to commencement of the work. The Contractor shall notify the Engineer of any issues with actual utility locations or elevations prior to commencement of the work. The Contractor shall have repaired, in a manner satisfactory to the owner of the utility, any main, service, or facility that may be damaged during the progress of the work. The Contractor shall notify all owners of utilities as to when the work shall be in progress and shall make such arrangements as are necessary to make any emergency repair. No extra compensation will be made for the repair of any services, mains, or other facilities damaged by the Contractor's labor force or equipment, nor for any damages incurred through neglect, negligence, or failure to provide protective barriers, lights, and other devices or means required to protect all existing utilities.

Utility manholes/valves/boxes requiring raising, lowering, or relocation in the work area, shall be performed as needed with no additional cost to the project.

The work necessary for the raising, lowering, or relocation of utilities may be done by the owner of the utility or by the Contractor, at the option of the utility owner. All work shall be in accordance with the owner's standards. Relocation of utilities required to enable the timely completion of the work in accordance with the plans and contract documents, shall be at the City's expense unless the work is included in the project plans and specifications. Utilities or services that are called out in the plans or specifications to be relocated shall be paid for at the contract unit price in the Bid Proposal.

6. MODIFICATION TO SECTION 108, "COMMENCEMENT, PROSECUTION AND PROGRESS"

108.1 Notice to Proceed

Delete paragraphs A and B and insert the following paragraph:

Neither the Contractor nor any subcontractor shall commence work on the project prior to receipt of the written Notice to Proceed from the City. The Contractor shall commence work within 10 calendar days after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the bid proposal, plus approved extensions, beginning with the day following the starting date specified in the Notice to Proceed. A pre-construction conference will be held prior to the beginning of the construction work.

108.4 Contractor's Construction Schedule

Add the following paragraphs:
Subsequent to the award of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer’s acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he/she proposes to carry out the work, the dates on which he/she will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted an extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project.

After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

End of General Conditions Section
SPECIAL PROVISIONS

1. DEFINITIONS

a. Section: Reference to a ‘section’ in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor’s attention is not specifically drawn to such provisions.

b. Standard Detail: Drawings approved for repetitive use, showing details for construction to be used where appropriate. Reference to a MAG Standard Detail (MAG STD DET) in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Details for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. Other supplemental details to the MAG Standard Details of various municipalities shall apply as noted.

c. Highway, Street or Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the public right-of-way.

d. Median: The portion of the highway, street or road that separates the traveled roadway from traffic flowing in opposite directions.

e. Right-of-Way: A general term denoting land, property or interest therein, usually in a strip acquired for or devoted to transportation purposes.

f. Roadbed: The graded portion of a highway, street or road within top and side slopes, prepared as a foundation for the pavement structure and stabilized shoulders.

g. Roadside: A general term denoting the area adjoining the outer edges of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

h. Roadside Development: Those items necessary to the complete highway which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

i. Roadway: That portion of the right-of-way required for construction, limited by the outside edges of slopes, including ditches, channels and all structures pertaining to the work.
j. Shoulder: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.

k. Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.

l. Subgrade: The materials beneath the pavement structure. The top prepared surface of the subgrade is called the finished subgrade elevation.

m. Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

n. Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, manholes, end walls, buildings, sewers, service pipes, underdrains, foundation drains and other features that may be encountered in the work and not otherwise classed herein.

2. WORK AND/OR SCOPE OF WORK

The Work shall consist of the individual and collective items of construction as set forth and described in these contract documents and as shown on the construction plans/drawings. The work shall be completed in a workmanlike manner and in accordance with the technical specifications and the requirements set forth in these contract documents. The Contractor shall furnish all materials, tools, equipment, supplies, facilities, utilities, transportation, experienced supervision, and labor necessary and required to perform and complete the Project Scope of Work to the satisfaction of the City.

3. INTENT OF THE SPECIFICATIONS AND PLANS

The technical specifications and plans are intended to supplement and complement each other, but not necessarily duplicate each other. Together, the specifications and plans constitute one complete set of construction documents, so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the Work shall be completed according to the completed design or designs as decided and determined by City.

4. DISCREPANCY PROTOCOL

Should anything be omitted from the specifications and plans which is necessary for a clear understanding of the Work, or should it appear that various specifications and/or instructions are in conflict, or in the event of a recognized ambiguity by Contractor or any Subcontractor, it shall be immediately brought to the attention of the City and its Engineer. The City will issue written instructions to the Bidders or to the selected Contractor. The required clarification must be issued by the City before the Contractor may proceed with the Work affected by such omission or discrepancy.
5. **SITE INVESTIGATION**

Contractor hereby acknowledges that the Contractor has investigated the construction site and is fully cognizant of the features and scope of work to be completed under these Contract Documents. Contractor agrees any failure to fully investigate, inspect, and take proper measurements to fully satisfy the Contractor of the scope of work for the project shall not be grounds for any additional compensation claim under this Contract.

6. **DIFFERING SITE CONDITIONS**

   a. During the performance of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the soils report, if any, or in the contract documents, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered in performing the work are encountered at the site, the Contractor shall immediately notify the City in writing of the specific differing site conditions.

   b. Upon written notification, the City shall investigate the conditions. If it is determined that the conditions materially differ and cause a substantial increase or decrease in the amount and/or cost of the work to be performed, including the quantity and cost of the materials to be furnished and delivered, or in the time required for performing the work, the Contract may be canceled or an adjustment, excluding anticipated profits, may be made and the Contract modified in writing accordingly with the approval of the City. The City shall notify the Contractor of the determination whether to cancel the Contract or whether or not an adjustment of the Contract is warranted.

   c. No contract adjustment, which results in a benefit to Contractor, shall be allowed unless Contractor has provided the required written notice prior to performing any additional work under the contract affected by the differing site conditions.

   d. No contract adjustment shall be allowed under this clause for any items of work not affected by the differing site conditions.

7. **LINES AND GRADES**

All work under this Contract shall be built in accordance with the lines and grades shown on the project plans (construction drawings) approved by the Engineer. The Contractor shall provide for setting line and grade boards or stakes. The Contractor shall keep the Engineer informed as to lines and grades, in order that they may be furnished and all necessary measurements made for record and payment with a minimum of inconvenience to the City or of delay to the Contractor.
The Contractor shall be responsible for checking construction stakes for line and grade. If any discrepancies are found, the Contractor shall notify the Engineer in writing prior to construction of any portion of work which discrepancy would affect in order to field check the staking and to make any adjustments and obtain re-staking of that portion of work. The Contractor shall be responsible for preserving all stakes set and shall take all steps necessary to insure that stakes are not disturbed or tampered with, and if in the area of any discrepancy, the stakes set are missing, moved or disturbed, the Contractor shall be responsible for the costs incurred to re-stake, remove, and replace that portion of project where the discrepancy occurs.

8. SUSPENSION OF WORK

The Engineer reserves the right to suspend the work wholly or in part if deemed necessary and in the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with Section 108.

9. COMPLIANCE WITH MANUFACTURER’S INSTRUCTIONS

In all instances wherein the item and/or specifications require installation or construction in accordance with manufacturer’s or supplier’s recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

10. CONTROL OF WORK AND MATERIALS

Control of work and materials shall comply respectively with Sections 105 and 106 of MAG Specifications, except as modified by the General Conditions and these Special Provisions.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until the entire project is completed and accepted by the City.

12. DUST CONTROL

Contractor shall be responsible for dust control on the project site during the term of this contract. Dust control shall be to the satisfaction of the City. The Contractor shall immediately correct the situation should any dust-related complaints be received by the City.
13. STOCKPILE OF MATERIALS

The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained at all times.

14. RECORD DRAWINGS

The Contractor shall maintain "Record (As-Built) Drawings" and submit the record drawings to the Engineer at the completion of the work and prior to application for final payment.

15. WORK HOURS AND OVERTIME

Regular Work Hours: The work required to be performed by the plans and specifications for the project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays, or City recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform overtime work, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for the City's costs incurred as a result of overtime work requested by the City.

16. HINDRANCES AND DELAYS

Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.
In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, Engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor’s control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the contract time shall be extended by Change Order for such reasonable time as the Engineer may determine.

No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any subcontractor hired by Contractor.

17. MOBILIZATION/DEMOBILIZATION

The work under this section shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of all offices, buildings and other facilities necessary for work on the project, and for all other work and operations that must be performed and costs incurred prior to beginning work on the various items on the project site.

The Contractor shall obtain approval of the Property Owner and the Engineer when using vacant property to park and service equipment and store material for use on this project.

(A) The Contractor shall notify adjacent property owners/residents of this proposed use.

(B) Any use of vacant property adjacent to or near the project for parking or servicing equipment and/or storing of material will require the Contractor to obtain written approval from the property owner. This approval shall contain any requirements which are a condition of this approval.

(C) A copy of the property owner's approval shall be submitted along with the Contractor's request to the Engineer for approval for the use of the marshaling yard in connection with the project. An appropriate distance from adjacent property will be set by the Engineer on a case by case basis based on the size and type of equipment to be used on the project.

(D) The yard shall be fenced and adequately dust-proofed in a manner such as to preclude tracking of mud onto paved City streets.
(E) Work in the yard shall be scheduled so as to comply with the City Noise Ordinance.

(F) Equipment, materials, supplies, etc., shall be located so as to minimize impact on adjacent properties. A sound barrier may be required if deemed necessary by the Engineer.

(G) The Contractor shall clean up property promptly upon completion of use and shall provide a signed property release as a condition of final acceptance.

(H) Contractor's request for approval shall specify in detail how he or she proposes to comply with (D) through (G) above.

Mobilization/Demobilization will not be paid for as a separate unit of work unless otherwise provided for in the Bid Schedule and the Technical Specifications. Therefore, if no separate bid item is provided in the bid schedule for these activities, the Contractor shall make provision for this activity in the unit price of line items of construction in the overall contract.

18. COOPERATION BY THE CONTRACTOR

Contractor shall be supplied with two sets of approved plans and contract document booklets including these special provisions. The Contractor shall keep at least one set of plans and contract documents available at the project site at all times.

Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the City, City Inspectors, and other contractors in every way possible.

Contractor shall have at the project site at all times, as the Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall be the point of contact to receive instructions from the City. The superintendent shall have full authority to execute orders or directions of the City without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. A superintendent shall be furnished irrespective of the amount of work subcontracted.

19. BLUE STAKE (AZ 411) NOTIFICATION

Contractor shall contact the appropriate utility companies for Blue Staking of underground utility locations at least three working days prior to commencement of construction of the work.
20. COOPERATION WITH UTILITY COMPANIES

The Contractor and the City shall coordinate to notify all utility companies, all pipeline owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted shall be moved by the utility owners at their expense, unless otherwise provided for in the special provisions or noted on the project plans.

The Contract shall indicate various utility items, some of which shall be relocated or adjusted by the utility owner, including the date by which the work is expected to be completed, and other utility items that shall be relocated or adjusted by Contractor. It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the project plans or described in these special provisions. Contractor shall make every effort to cooperate fully with each utility company and shall understand that delays to its operations may necessarily occur. No claim for delay shall be made for utility relocation work.

21. COOPERATION BETWEEN CONTRACTORS

The City reserves the right at any time to contract for and perform other or additional work on or near the work site covered by the Contract. When separate contracts are awarded within the limits of any one project area, each Contractor shall conduct their respective work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall similarly cooperate with each other. If requested by the City, each Contractor shall furnish the City with written evidence that the Contractor has made the necessary arrangements with the other Contractors for the successful prosecution of the work for the benefit of all parties. Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless the City of Casa Grande from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by it because of the presence and operations of other contractors working within the limits of the same project area. Contractor shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project and on adjoining projects. Contractor shall join the work with that of the others in an acceptable manner and shall perform it in proper sequence with that of the others.
22. AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the work, including the quantity, quality and acceptability of materials furnished and rate of delivery. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or the plans. The Engineer shall have the authority to suspend the Work, wholly or in part, due to the failure of Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the contract documents, and to carry out orders. The Engineer may suspend the Work for such period as the Engineer may deem necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the work, or for any other condition or reason deemed to be in the public interest. The Engineer's decision, in case any questions may arise, shall be a condition precedent to the right of the Contractor to receive any money or compensation for the work under the contract documents. The Engineer shall have full power to reject or condemn all or part of the work performed under the contract documents that does not conform to the specifications and terms and conditions herein expressed.

All Work shall be performed, including the furnishing of materials, strictly to and in conformity with the plans and specifications made part of the contract documents and according to the directions of the Engineer.

The Engineer's failure to discover or reject work, including materials, not in accordance with the plans, specifications and contract documents, during performance of the work, shall not be considered an acceptance of the work, or a waiver of defects. Neither the failure to properly perform inspections, tests, or approvals required by the contract documents, nor the activities or duties of the Engineer in the administration of the contract documents, shall relieve the Contractor from the Contractor's obligation to perform the work strictly to and in conformity with the plans, specifications, terms, provisions, and conditions of the Contract Documents.

23. DUTIES OF THE CITY INSPECTOR

City Inspectors shall inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation, fabrication or manufacture of the materials to be used. The City Inspector shall not be authorized to alter or waive the provisions of the Contract. The City Inspector shall not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor. However, City Inspectors shall have the authority to reject work or materials until any questions at issue can be referred to and decided upon by the Engineer.

The Contractor shall provide all load tickets with the actual weighed quantities for all materials provided under this contract to the City Inspector on a daily basis.
24. INSPECTION OF MATERIALS AND WORK

The City may reject or condemn, in whole or in part, materials not in good condition or not in compliance with the specifications of the bid/contract documents. All materials and each part or detail of the work shall be subject to inspection by the Engineer and/or City Inspectors. The Engineer and City Inspectors shall be allowed access to all parts of the work including materials used and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

Contractor shall schedule its operations to allow a reasonable amount of time for engineering inspection of the work including materials used. In most cases, inspection shall be completed in eight work hours or less. Contractor shall not be entitled to additional compensation or an extension of contract time for any delay resulting from such inspections. The Engineer and/or City Inspectors shall perform the inspection as expeditiously as possible in order that the work might progress in an orderly and continuous manner. Additional inspection costs incurred due to Contractor errors shall be at Contractor’s expense and shall be reimbursed to the City.

Any work done or materials used without inspection by the Engineer or City Inspector may be ordered removed and replaced at Contractor’s expense unless the Engineer failed to inspect after having been given a minimum of forty-eight (48) hours’ notice in writing that the work was to be performed.

When any other unit of government, political subdivision, utility or any railroad corporation is to pay a portion of the cost of the work covered by the Contract, its respective representatives shall have the right to inspect the work. Such inspection shall in no sense make any unit of government, political subdivision or any railroad corporation a party to the contract and shall in no way interfere with the rights of either party to the contract.

25. REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All work, including materials used, which does not conform to the requirements of the contract documents shall be considered unacceptable. Unacceptable and/or defective work, including materials used, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced with acceptable work, including materials. Upon failure on the part of Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer shall have authority to cause the unacceptable and/or unauthorized work, including materials, to be remedied or removed and replaced and to deduct the costs from any monies due the Contractor.
26. FINAL INSPECTION

The Contractor shall provide notice to the City that the entire work under the contract documents has been completed. The Engineer and/or City Inspectors shall make a final inspection. If all work, including materials, provided for and contemplated by the contract documents are completed to the Engineer’s and/or the City Inspector’s satisfaction, that inspection shall constitute the final inspection and the Engineer shall notify Contractor in writing of completion of final inspection.

If, however, the inspection discloses any work, including materials, as unacceptable and/or defective, the Engineer shall give Contractor written notice of the unacceptable and/or defective work, including materials, and the Contractor shall immediately remove said work, including materials, and replace it with acceptable work, including materials. Upon remediation of the unacceptable and/or defective work, including materials, as called for by the Engineer's notice, the above procedures shall be repeated until the Engineer gives notice of completion.

27. LOAD RESTRICTIONS

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit shall not relieve the Contractor of liability for any damage which may result to roads or other public infrastructure from hauling of materials or moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the subgrade or the base course or surface course under construction shall be limited as may be directed by the Engineer.

28. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the work is kept in satisfactory condition at all times. All costs of maintenance work during construction and before the project is accepted shall be considered as included in the bid/contract price. If at any time the Contractor fails to comply with the provisions of this subsection, the City shall immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within twenty-four (24) hours after receipt of such notice, the City may immediately proceed to maintain the work and the entire cost of this maintenance may be deducted from monies due and/or to become due to the Contractor under this contract and/or any other contract that Contractor is performing for the City and/or collect from the Contractor and/or from Contractor’s surety by any remedy allowed by law.
29. CLEAN-UP

Prior to the final inspection of the work under this contract, Contractor shall remove all loose debris, unused material, and other materials caused as a result of the Contractor's operations, from the site of the Work.

30. CARE OF DESERT VEGETATION AT STRUCTURE SITES

All desert vegetation at structure sites, except plants expressly tagged for removal, shall be protected by the Contractor from injury during construction. Contractor shall be responsible for any damage to non-tagged plants caused by construction operations and shall replace damaged plants to the satisfaction of the City.

31. PROTECTION OF ADJACENT PROPERTIES

Contractor shall take all necessary precautions to avoid harming and/or damaging any adjacent person, structure, property or vegetation.

32. SAFETY MEASURES

Contractor shall take care at all times to protect the work and its equipment. Contractor shall take all necessary precautions for the safety and protection of all persons, including workmen and the general public, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about, or adjacent to the property where the work is being performed.

33. LIQUIDATED DAMAGES

Time is of the essence for this Contract. In the event the Contractor shall fail to perform the work as described in the bid/contract documents within the time set forth in the contract documents, Contractor shall be liable to the City, as liquidated damages and not as a penalty, for One Thousand Dollars and zero cents ($1,000.00) per day for each and every calendar day that Contractor fails to meet the completion date. The City shall have the right to deduct said liquidated damages from any amount due and/or that may become due to the Contractor under this contract and/or any other contract that Contractor is performing for the City and/or to collect such liquidated damages from Contractor and/or its surety by any remedy allowed by law.

34. LOSS OR DAMAGE DURING CONSTRUCTION

All loss or damage arising out of the nature of work being performed, or from action of elements, or from unforeseen circumstances in prosecution of same, or from unusual obstructions or difficulties which may be encountered in prosecution of work, shall be sustained and borne by Contractor at its own cost and expense.
35. CONTRACTOR’S GUARANTEE

Contractor guarantees that the work shall remain in good order and repair and guarantees the work and materials furnished under this Contract for a two-year period from the date of final acceptance of the work by the City. Any defect in workmanship or materials arising during that period shall be repaired or removed and replaced, as determined necessary by the City, at Contractor's sole expense.

If within ten (10) days after the mailing of a written notice by the City, or its designated representative, to the Contractor, or its agent, requesting such repair or removal and replacement, the Contractor shall neglect to perform the same with due diligence to the satisfaction of the City, the City may perform such repair or removal and replacement at Contractor's expense. Provided, however, that in the case of emergency where, in the judgment of the City, delay would cause serious loss or damage, the repair or removal and replacement may be made without notice being sent to Contractor, and Contractor shall pay the cost thereof. Failure of Contractor to honor warranties in a cooperative and timely manner and to the satisfaction of the City shall result in the Contractor being prohibited from bidding on future City of Casa Grande projects.

36. MANUFACTURER’S GUARANTEES AND WARRANTIES

All manufacturer’s guarantees and warranties shall be delivered to the City before final payment on the Contract shall be made.

End of Special Provisions Section
A. General Requirements

1. Standard Specifications

Work shall be in completed in accordance with all applicable standard specifications and requirements of the following separate documents that are incorporated herein by reference, except as otherwise required in these technical specifications.


City of Tucson / Pima County, Standard Specifications for Public Improvements, Latest Edition, hereinafter referred to as “CITY/COUNTY STANDARD SPECIFICATIONS.”

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Latest Edition, hereinafter referred to as “ADOT STANDARD SPECIFICATIONS.”


International Slurry Surfacing Association, Design Technical Bulletins, Latest Editions, hereinafter referred to as “ISSA.”

2. Method of Measurement for Payment

Measurement for payment for each bid line item shall be in accordance with the MAG STANDARD SPECIFICATIONS, except as set forth in these technical specifications, and the specified unit of measurement set forth for each bid line item in the Bid Schedule contained in these Contract Documents.

3. Pay Items

All pay items relating to the work indicated on the project drawings/plans (if any), as listed in a City task assignment under this contract, and/or per these specifications are listed on the Bid Schedule contained in these Contract Documents. The Contractor shall include all necessary
costs to complete the task assignment project within these bid line items. Any work necessary to complete the project as represented on the project drawings/plans (if any), as listed in a City task assignment under this contract, and/or per these specifications which are not specifically denoted as a pay item in the Bid Schedule shall be considered incidental to the project and no separate payment shall be made.

4. **Failure to Meet Required Production Rates**

Failure by the Contractor to timely and adequately respond to the City of Casa Grande’s (City’s) weekly notice of product requirements and production rates shall constitute a material breach of the Contract; whereupon the City may cancel the Contract and pursue any available legal remedy to recover for damages flowing from that breach.

5. **Material Specifications**

Contractor shall comply with all material specifications in the Scope of Work, Construction Drawings/Plans (if any), Bid Schedule, provisions of the standard specifications as referenced in Section 1 above, and provisions of these technical specifications. Prior to the use or delivery of any materials, Contractor shall be required to furnish signed and notarized Certificates of Compliance to ensure that the City receives materials that adhere to the prescribed specifications.

6. **Testing**

Contractor, at its own cost and expense, shall provide quality control testing with testing frequencies and intervals per MAG Standard Specifications and ADOT Standard Specifications, whichever is more stringent. A testing laboratory firm, approved by the City, shall perform such testing. The City shall determine where to test and the frequency of the testing. Contractor, at its own cost and expense, shall provide qualified Quality Control personnel. The City shall provide Quality Assurance inspection at the City’s expense. Testing frequency minimums shall be governed first by current the MAG STANDARD SPECIFICATIONS, second by the Arizona Department of Transportation Materials Testing Manual – Series 900, Appendix C, and last by accepted industry standards. Results of all quality control tests will be submitted to the City Project Manager within 48-hours of testing for review and approval by the City prior to placement of the materials within the work.

7. **Final Clean-Up**

When all work is complete, the site shall be restored to pre-construction conditions or better. Before final acceptance by the City, all private and/or public property and grounds occupied or disturbed by the Contractor in connection with the work shall be cleaned of all rubbish, trash, debris, excess materials, temporary structures, equipment, and all parts of the work area shall be left in a condition acceptable to the City. Final clean-up is a NON PAY ITEM. All costs associated with final clean-up work shall be incorporated into the bid prices for associated work in the area.
8. **Worker Character and Qualifications, Construction Methods, and Equipment Conditions**

All personnel shall have had proper training for the operation of the equipment which they will be operating. Any personnel exhibiting inadequate training shall be removed from the project immediately at the direction of the City. Any equipment in poor or unsafe condition and unable to produce quality work shall not be permitted on the project. Any delays in the work process or costs incurred due to the unsuitable condition of equipment or due to inexperienced or inadequately trained personnel shall be borne solely by the Contractor.

9. **Contractor Self Performance**

The Contractor shall perform with its own work forces at least fifty-one percent (51%) of the total cost value of the work, unless written consent to subcontract a greater portion of the Work is obtained from the City.

10. **Price Adjustments**

See the bid proposal form for information on potential unit price adjustments (increases or decreases) for the subsequent two optional annual contract periods.

During the annual contract period, pricing for asphalt material (only) shall be adjusted quarterly, upward or downward, in an amount not to exceed the values contained in the ‘Price Adjustment for Bituminous Material’ as published by the Arizona Department of Transportation. Price adjustments shall be calculated based on the percentage of residual contained in the liquid asphalt material. Contractor shall submit a request for a price adjustment each quarter along with the published ‘Price Adjustment for Bituminous Material’ report to the City for review and approval.

These adjustment periods shall be:

- **1st Quarter** Released end of June for the months of July, August, and September
- **2nd Quarter** Released end of September for the months of October, November, and December
- **3rd Quarter** Released end of December for the months of January, February, and March
- **4th Quarter** Released end of March for the months of April, May, and June
11. Construction Methods

Construction of work as indicated on the project drawings/plans (if any), as listed in a City task assignment under this contract, and/or per these specifications, shall be performed accordance with the following MAG Standard Specifications sections:

- Section 330 – Asphalt Chip Seal
- Section 331 – Microsurfacing Specifications
- Section 332 – Placement and Construction of Asphalt Emulsion Slurry Seal Coat
- Section 333 – Fog Seal Coats
- Section 401 – Traffic Control
- Section 714 – Microsurfacing Materials
- Section 715 – Slurry Seal Materials
- Section 716 – Cover Material

The exceptions to the provisions of the MAG STANDARD SPECIFICATIONS are set forth in the following sections of these technical specifications.

Application of pavement markings covered over by the pavement preservation work shall be accomplished in accordance with the following ADOT Standard Specifications section:

- Section 708 – Permanent Pavement Markings

12. Mobilization

Mobilization includes the cost to mobilize for the project such as moving equipment, trucks, and personnel, both to the site and off the site upon completion of the work. Also includes expenses for bonds, licenses, permits, project coordination, sanitation facilities, materials, quality control testing, testing coordination, cut-sheet submittals, storage of materials, stormwater management (SWPPP), removal and disposal of construction debris, and the temporary supplies, power, and telephone, all necessary for the execution of the work.

Mobilization, including demobilization, is considered incidental to the various bid items involved in each task assignment. Therefore, no mobilization line item or payment item is provided or allowed. The cost associated with mobilization shall be applied to all associated bid schedule line items, or across all applicable bid schedule line items, as most appropriate in the judgment of the Bidder / Contractor.
B. Modifications to the MAG STANDARD SPECIFICATIONS

1. Section 330 – Asphalt Chip Seal

Sub-Section 330.2.1, Asphalt

Modify with the following:

Bituminous liquid asphalt material for asphalt chip seals shall meet one of the following materials as stipulated on the contract task assignment for the proposed chip seal work.

Sub-Section 330.2.1.1, Liquid Asphalt PG64-16TR

Liquid asphalt material shall meet the requirements of Section 711 – Paving Asphalt. The liquid paving asphalt shall be classified by the Performance Grading System and meet the requirements of Table 711-1 for PG 64-16TR. When appropriate, and with the approval of the City the Contractor may use PG70-16TR.

Sub-Section 330.2.1.2, Polymer Modified Asphalt Rubber (PMAR)

PMAR Proportions – the PMAR binder shall contain 16% to 18% of crumb rubber by total weight of the PMAR blend. The minimum powdered SBS polymer content of the PMAR binder shall be 3% by total weight of the PMAR blend.

PMAR Properties – the PMAR binder shall conform to the requirements shown in Table 2, Physical Properties of PMAR Binder, after reacting at 350 degrees F for a minimum of 60 minutes after blending the asphalt cement and crumb rubber together.

<table>
<thead>
<tr>
<th>Test Performed</th>
<th>Specified Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rotational Viscosity at 350 degrees F, Pa’s (10^{-3}), or cP</td>
<td>1.5 – 3.5</td>
</tr>
<tr>
<td>Needle Penetration, 39.2 degrees F, 200g, 60sec, dmm (ASTM D5)</td>
<td>10 minimum</td>
</tr>
<tr>
<td>Resilience, 77 degrees F, % (ASTM D5329)</td>
<td>25 minimum</td>
</tr>
<tr>
<td>Softening Point, degrees F, (ASTM D36)</td>
<td>145 minimum</td>
</tr>
</tbody>
</table>

PMAR Binder Design – at least two weeks prior to the use of the PMAR, the Contractor shall submit in writing a PMAR binder design and profile prepared by an approved laboratory. The design shall be formulated at a temperature of 350 degrees F using asphalt cement, crumb rubber, and SBS polymer materials that are representative of the materials that will be used during field production and shall meet the requirements specific in Table 2. The profile shall be determined over a 24-hour (1,440 minute) interaction period and shall present the results obtained for each physical property test listed. An example PMAR binder profile is presented in Table 3 below.
Table 3 – Example PMAR Binder Design Profile

<table>
<thead>
<tr>
<th>Tests Performed</th>
<th>Minutes of Reaction</th>
<th>Specified Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rotational Viscosity at 350 degrees F, Pa’s (10^{-3}), or cP</td>
<td>X X X X X</td>
<td>1.5 – 3.5</td>
</tr>
<tr>
<td>Needle Penetration, 39.2 degrees F, 200g, 60sec, dmm (ASTM D5)</td>
<td>X X X</td>
<td>10 minimum</td>
</tr>
<tr>
<td>Resilience, 77 degrees F, % (ASTM D5329)</td>
<td>X X X</td>
<td>25 minimum</td>
</tr>
<tr>
<td>Softening Point, degrees F, (ASTM D36)</td>
<td>X X X X X</td>
<td>145 minimum</td>
</tr>
</tbody>
</table>

Notes:
- Six hours (360 minutes) after rubber addition, reduce the oven temperature to 275 degrees F for a period of 16 hours. After the 16 hours (1,320 minutes), cool down after rubber addition, and reheat the binder to 350 degrees F for sampling and testing at 24 hours (1,440 minutes).
- “X” denotes required testing and reporting of results

Crumb Rubber – the crumb rubber shall be derived from processing whole scrap tires or shredded tire materials. The tires from which the crumb rubber is produced shall be taken from automobiles, trucks, or other equipment owned and operated in the United States. The processing shall not produce, as a waste product, casings or other round tire material that can hold water when stored or disposed of above ground. Final grinding shall be at ambient temperature and shall meet the gradation requirements of the following table when tested in accordance with Arizona Test Method 714.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 10</td>
<td>100</td>
</tr>
<tr>
<td>No. 16</td>
<td>65 – 100</td>
</tr>
<tr>
<td>No. 30</td>
<td>20 – 100</td>
</tr>
<tr>
<td>No. 50</td>
<td>0 – 45</td>
</tr>
<tr>
<td>No. 200</td>
<td>0 – 5</td>
</tr>
</tbody>
</table>

Crumb rubber shall have a specific gravity of 1.15 +/- 0.05 as determined by ASTM D 1817, and shall be free of loose fabric, wire, and other contaminants except that up to 4% (by weight of rubber) calcium carbonate or talc may be added to prevent the rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement. The individual crumb rubber particles, irrespective of diameter, shall not be greater in length than 3/16 of an inch. The use of crumb rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements of the above table.
Polymer – the polymer shall be a SBS (Styrene-Butadiene-Styrene) polymer and may be a linear or radial type of polymer with a molecular weight sufficient to meet the end result physical binder requirements. The SBS polymer shall be in a powered form. Use of other forms of SBS polymer, such as pellets for flakes, will not be allowed unless accompanied by detailed documentation of an approved method for incorporating that form of SBS polymer into the blend of paving graded asphalt and crumb rubber. The manufacturer of the polymer modified asphalt rubber binder may establish gradation limits for the powered SBS polymer as needed to provide the specified physical properties of the resulting Polymer Modified Asphalt-Rubber binder.

Sub-Section 330.2.1.3, Rubberized Asphalt Binder, Field Blend

The temperature of the blended PG asphalt cement shall not be less than 375° F nor more than 425° F when the CRM and the SBS Polymer are homogenously blended and/or milled with the binder, in the field. The combined materials shall be reacted for a minimum of 90 minutes after the incorporation of all the CRM and SBS Polymer. Rubberized Asphalt Binder shall meet the requirements in Table #5 below, when the reaction/interaction is complete.

<table>
<thead>
<tr>
<th>TABLE 5: Specification Limits for Rubberized Asphalt Binder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rotational Viscosity, 375° F (190° C), (ASTM 02669) or</td>
</tr>
<tr>
<td>(Rion Viscotester)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Needle Penetration, 77° F (25° C), 100g /5 sec., dmm (ASTM D5)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Softening Point, °F (°C) (ASTM D36)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Elastic Recovery 77° F (25° C), 20 cm elongation, 5 cm/ min., % recovery@ 1 hr</td>
</tr>
<tr>
<td>Resilience, % rebound (ASTM D5329)</td>
</tr>
<tr>
<td>Dynamic Shear, G*/sino, kPa (76° C), (AASHTO T315)</td>
</tr>
</tbody>
</table>

The viscosity test shall be conducted by using a hand held HAAKE VISCOMETER (or equal), with rotor 1, 24mm in depth x 53mm in height, or equivalent. The fully reacted Polymer Modified Asphalt binder and Rubberized Asphalt Binder shall be maintained at a temperature of not less than 375° or more than 425° F. Prior to use, the viscosity of the Rubberized Asphalt Binder shall be tested by the use of rotational viscostester, which is to be furnished by the contractor.

If material in a batch of Rubberized Asphalt Binder is not used within six hours after the reaction period is complete, heating of the material shall be discontinued. When the Rubberized Asphalt Binder temperature cools below 375° F and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed two (2). The binder materials shall be uniformly reheated to a temperature of not less than 375° F.
Additional scrap tire CRM may be added to the reheated Rubberized Asphalt Binder and reacted for a minimum of 30 minutes and shall not exceed 10 percent of the total binder weight. Reheated Rubberized Asphalt Binder shall conform to the requirements for blended Rubberized Asphalt Binder.

**Rubberized Asphalt Binder Formulation** – The Rubberized Asphalt Binder supplier shall furnish to the Engineer within 15 days of the notice to proceed, the Rubberized Asphalt Binder formulations, developed and sealed by a Professional Engineer, which shall contain the following information:

- **PG Asphalt Cement**
  - Source of PG Asphalt
  - Grade of PG Asphalt
  - Percentage of PG Asphalt by total weight of the Rubberized Asphalt Binder mixture

- **Reclaimed Tire Rubber (CRM)**
  - Source of CRM
  - Grade of CRM
  - Percentage of CRM by total weight of the Rubberized Asphalt Binder mixture

- **SBS Polymer**
  - Source of SBS Polymer
  - Grade of SBS Polymer
  - Percentage of SBS Polymer by total weight of the Rubberized Asphalt Binder mixture

If CRM or SBS Polymer from more than one source is to be utilized, then the above information will be required from each source.

Concerning the Rubberized Asphalt Binder, the percentage of Reclaimed Tire Rubber CRM shall be 5 to 10 percent by weight of the total Rubberized Asphalt Binder mixture. The exact CRM content shall be determined by the binder design submitted by the Rubberized Asphalt Binder supplier. The SBS Polymer shall be 2 - 4 percent by weight of the total Rubberized Asphalt Binder mixture.

The Rubberized Asphalt Binder shall be formulated using asphalt cement and crumb rubber that are representative of the materials to be utilized during production, and shall meet the requirements specified herein.

**Rubberized Asphalt Binder: Mixing and Reaction** – During Rubberized Asphalt Binder manufacture, the CRM percentage shall not fluctuate by more than 1 (one) percent by weight of total Rubberized Asphalt Binder mixture, as determined by the laboratory binder design. The temperature of the PG asphalt cement shall be between 375 F and 425 F at the addition of the CRM and SBS Polymer.
The PG asphalt cement, CRM, and SBS Polymer shall be combined and mixed together in the Rubberized Asphalt Binder blending unit and/or field Suprato Mill, and reacted in the distributor truck or a reaction vessel for a minimum period of 90 minutes from the time the CRM and SBS Polymer are blended with the PG asphalt cement. The temperature of the Rubberized Asphalt Binder mixture shall be above 375° F during the reaction period, but shall not exceed 425 ° F at any time.

When a job delay occurs after full reaction, the Rubberized Asphalt Binder may be allowed to cool. The Rubberized Asphalt Binder shall be re-heated slowly just prior to application to a temperature between 375° F and 400° F.

**Sub-Section 330.2.1.4, Emulsified Asphalt CRS-2p**

CRS-2p emulsified asphalt shall meet the requirements of the “Specification Schedule CRS-2p” as set forth below. Provide specifications at the time of the bid submittal when proposing any emulsified asphalt other than CRS-2p.

**SPECIFICATION SCHEDULE CRS-2p**

**Cationic Rapid Setting Polymer Modified Emulsified Asphalt**

MATERIAL SPECIFICATIONS: Cationic Rapid-Setting Polymer-Modified Emulsified Asphalt, CRS-2p, or equivalent (provide specifications when proposing any emulsified asphalt material other than CRS-2p with the bid).

See the CRS-2p Property Table on the next page for applicable emulsified asphalt material specifications.
### CRS-2P PROPERTY

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<th>Test on Emulsion</th>
<th>Test Method</th>
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<td>Viscosity, SFS @ 122ºF</td>
<td>D244</td>
<td>75-400</td>
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<tr>
<td>Settlement, 5 days, %</td>
<td>D244</td>
<td>5 Max.</td>
</tr>
<tr>
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<td>D244</td>
<td>1 Max.</td>
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<tr>
<td>Class, Uncoated Par</td>
<td>A502</td>
<td>60 Min.</td>
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<td>Particle Charge Test</td>
<td>D244</td>
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<td>Sieve Test, %</td>
<td>D244</td>
<td>0.30 Max.</td>
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<td>Oil Distillate, % Vol. Emulsion</td>
<td>D244</td>
<td>3 Max.</td>
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<tr>
<td>Residue by Distillation, %</td>
<td>D244</td>
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<tr>
<th>Test on Residue by Vacuum Recovery A512</th>
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<tr>
<td>Viscosity, ABS Poise @ 140ºF</td>
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<td>Penetration 77ºF, 100g / 5 sec, dmm</td>
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<td>Ductility, 77ºF, 5cm / min, Cm</td>
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<tr>
<td>Solubility in TCE, %</td>
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<tr>
<td>Toughness inch-lbs.</td>
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<tr>
<td>Tenacity inch-lbs.</td>
</tr>
<tr>
<td>Polymer Content (% by Wt.)</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Test on Emulsion</th>
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</thead>
<tbody>
<tr>
<td>Aging Ratio, ABS Viscosities</td>
</tr>
<tr>
<td>Viscosity, ABS Poise 140ºF</td>
</tr>
</tbody>
</table>

Note 1: If the polymer interferes with the solubility test, the test shall be performed on the base AC.

Note 2: Benson method of toughness and tenacity – Scott tester, inch-pounds @ 77ºF, 20 inch per min. pull – Tension head ¾” diameter.

*End of Specification Schedule CRS-2p*
Sub-Section 330.3, Time of Application and Weather Conditions

Modify the second sentence of the second paragraph to read:

The ambient temperature must be at least seventy degrees Fahrenheit (70°F) and rising and the pavement temperature must be at least eight-five degrees Fahrenheit (85°F) and rising.

Sub-Section 330.4.1, Preparation of Surfaces

Modify the second sentence of the first paragraph to read:

In urban areas, the surface of curbed and uncurbed streets shall be cleaned with a self-propelled pickup sweeper.

Modify the first paragraph by adding the following sentence to the end of the paragraph:

The cost of the immediate pre-sweeping ahead of chip seal application shall be incidental to the cost of the chip seal work.

Insert new paragraphs after the second paragraph as follows:

All utility covers (gas, water, sewer, etc.) shall be protected by covering each with polyethylene film, roofing paper, or other preapproved material, and secured the material with a spray adhesive. Survey monuments shall be protected by covering with duct tape or other preapproved material and method. The protective cover material shall be removed within two (2) business days from the day when they were first covered. Dirt and aggregate are not acceptable materials for protecting utility covers.

Raised pavement markers shall be removed and replaced under that bid item. Removal of RPMs is considered incidental to the pay item for installing RPMs.

Insert new paragraphs after the second paragraph as follows:

For native (dirt) roads to receive a new double chip seal surface, the City of Casa Grande Public Works forces will prepare the earth road base prior to the Contractor placing the chip seal coat surfacing treatment. The Contractor shall not be held liable for chip seal surfacing failure shown to be caused by improper grading or compaction of the native road base grading and compaction work performed by City forces.

Chip seal applications on native (dirt/unsurfaced) roads shall use CRS-2p emulsified asphalt as specified herein or MC-250 liquid asphalt per MAG Section 722.
Sub-Section 330.4.2, Application of Bituminous Material

Modify the second and third sentences of the second paragraph to read:

The Contractor shall submit an asphalt chip seal mix design prior to start of work. The work shall not commence until acceptance of the mix design by the City. The actual application rates shall be determined by the Contractor’s mix design and based on the existing road conditions.

Insert a new paragraph after the second paragraph as follows:

Any asphalt binder applied in excess of the set application amount as established by the Engineer for the respective materials shall be furnished and applied at no additional cost to the City. When any binder is applied at less than the low tolerance rate (-0.05 gal/sy of the set application amount) accepted by the Engineer, the Contractor shall be required to flush the chipped areas at no additional cost to the City.

Modify the second sentence of the fourth paragraph to read:

The maximum distance that the bituminous material is applied in advance of the spreading of aggregate chips shall not be more than one hundred (100) feet.

Add a new sentence to the end of the fifth paragraph as follows:

The Contractor shall be responsible for any damage to vehicles and adjacent properties caused by the bituminous material application and/or over-spray.

Add a new sentence as follows:

Fog seal application after new chip seal work has been completed shall be considered incidental to the chip seal bid items.

Sub-Section 330.4.3, Application of Cover Material

Supplement first paragraph with the following:

The chip spreader shall have a workable measuring device similar to a survey foot meter to measure distance and shall have a rate application metering device. The spreader shall have a back-up horn in operating and working condition and the maximum travel speed shall not be more than 4-miles per hour.

Modify fifth paragraph to read:

The accepted mix design shall designate the necessary cover material application rates based on road conditions. Any chips applied in excess of the maximum amount designated by the mix design or the City for the respective material shall be at no additional cost to the City.
Supplement the sub-section by adding a new paragraph at the end as follows:

The Contractor shall be responsible for any damage to vehicles and adjacent properties caused by the cover material application and work.

**Sub-Section 330.4.4, Rolling**

*Modify second sentence to read:*

Three passes shall be made with a pneumatic roller consisting of two (2) forward and one (1) reverse direction in the same area by each roller.

*Modify fourth sentence to read:*

The pneumatic tired roller shall not travel in excess of eight (8) miles per hour.

*Replace the fifth and sixth sentences with the following sentence:*

A minimum of three (3) self-propelled pneumatic rollers are required for each job.

**Sub-Section 330.4.6, Surplus Aggregate Removal**

*Delete the second sentence and replace it with the following sentences:*

Surplus aggregate shall be removed from the street surface by using brooms and pick-up sweepers no sooner than three (3) hours after the chip seal cover material application and prior to opening the street to traffic. Surplus aggregate must be removed within twenty-four (24) hours after the cover material application. The cost of the immediate post-sweeping, aggregate pick-up, and hauling costs for the collected excess chips shall be incidental to the cost of the work.

At the Contractor’s option, excess aggregate chips may be stockpiled by the Contractor at a location designated by the City Project Manager. The stockpiled chips will then be hauled away by City public works crews at the City’s convenience.
Sub-Section 330.4.7, Distributing Equipment

Supplement the subsection with the following paragraphs:

All distribution trucks shall:

(A) Have been tested within six months from the date of spreading to determine the rate of the transverse spread. The Contractor shall furnish signed and notarized ‘certificates of compliance’ within ten (10) calendar days of the Notice of Award of the contract and subsequent task assignments. A contract extension shall not be granted if certificates are received after the issuance of the Notice to Proceed (NTP) and work shall not start until all certificates are received by Pinal. The ‘certificate of compliance’ shall furnish the City with evidence that the distributing equipment provides a continuous circulation of the bituminous material through the tank and spray bar, and that the transverse spread of the distributor truck, when approved for use, was as uniform as practicable and under no conditions was there a variance on any of the test pads greater than the allowable transverse variation. Additionally, the City may require the Contractor, at its own cost and expense, to test each distributor truck to determine the rate of the transverse spread. The rate of the transverse spread shall be determined in accordance with the requirements of the Arizona Test Method 411.

(B) Be equipped with the heating device that complies with the requirements of MAG STANDARD SPECIFICATIONS Section 711.4. The heating device shall be capable of maintaining an asphalt temperature per the referenced specifications while the asphalt is being circulated through the spray bar.

(C) Be capable of being operated within a two-inch tolerance. The operators of the distributor trucks used for applying asphalt may be asked to demonstrate to the City their ability to operate such equipment within two (2) inch tolerance.

(D) Not travel in excess of four (4) miles per hour when spreading bituminous material.

(E) Have at least one hundred (100) gallons of material retained in the distributor at all times during the chip seal operations. The Contractor shall not be allowed to blow out the material. No payment will be made to the Contractor for any blow off material. If necessary, the Contractor shall regress back three hundred (300) feet and re-apply asphalt material to ensure proper application rate and coverage.

(F) Be equipped with wind guards at all times.

Sub-Section 330.6, Measurement

Supplement with the following:

All tractors, trailers, and hauling equipment numbers shall be clearly marked and easily visible.
2. **Section 331 – Microsurfacing Specifications**

**Sub-Section 331.2, Materials**

*Supplement with the following:*

Asphalt emulsions used for microsurfacing shall comply with MAG Specification Section 714 – Microsurfacing Materials, and as specified in Division 8, Section 714 – Microsurfacing Materials, contained in these technical specifications.

Emulsified asphalt for microsurfacing shall be:

- **Emulsified Asphalt PMCQS-1h (RTE) – Polymerized**
- Tire Rubber Latex Modified Cationic Quick Setting Emulsified Asphalt LMCQS-1h-TR (allowed, but may not be currently available)
3. **Section 332 – Placement and Construction of Asphalt Emulsion Slurry Seal Coat**

**Sub-Section 332.1, Description**

*Supplement with the following:*

Pavement surfaces shall include adjacent intersection aprons (radii / returns).

**Sub-Section 332.2, Materials**

*Supplement with the following:*

The asphalt emulsion material, mineral aggregate and mineral filler shall be as specified in MAG Section 715 – Slurry Seal Materials. The emulsified asphalt used for slurry seal purposes shall be per MAG Section 713 – Emulsified Asphalts Materials. The emulsified asphalt for slurry seal shall be one of the following as stipulated in the task assignment issued to the Contractor.

- **Emulsified Asphalt LMCQS-1h** for Slurry Seal Coat
- **Emulsified Asphalt PMCQS-1h** for Slurry Seal Coat
- **Tire Rubber Latex Modified Cationic Quick Setting Emulsified Asphalt LMCQS-1h-TR** for Slurry Seal Coat (allowed, but may not be currently available)

**Sub-Section 332.3.2, Self-Contained Slurry Machine**

*Supplement with the following:*

The self-contained slurry machine shall be equipped with mechanical and electronic counters to accurately measure and calibrate the revolutions of the conveyor delivering slurry aggregate to the pug mill. Each slurry machine shall also be equipped with a positive displacement pump and digital read-out counter to accurately measure and display in gallons and/or pounds the quantity of emulsified asphalt delivered to the pug mill. Counters and meters shall be repaired or replaced immediately upon discovery of any inaccuracy or failure. Slurry seal units shall not be used until measuring devices are repaired. The slurry machine shall have an operating and clearly audible back-up horn.

**Sub-Section 332.3.3, Slurry Spreading Equipment**

*Supplement with the following:*

A steering device for the mechanical distributor (sled) is required. The slurry spreading equipment shall be cleaned each day and inspected by the City prior to each day’s work. The slurry box shall be capable of covering a width of fifteen (15) feet or greater in a single pass. The Contractor shall also have a smaller slurry spreader box at each stockpile for use on non-standard width streets. The Contractor shall take all appropriate measures to insure that traffic control is in place and that traffic is adequately protected from the slurry spreading equipment.
Sub-Section 332.3.4, Rollers

Supplement with the following:

Rollers shall be self-propelled, four (4) ton minimum, steel wheel rollers. The roller shall be equipped with an operating water spray system. The resurfaced area shall be subjected to a minimum of two (2) full passes by the roller. Rolling shall not commence until the slurry has cured sufficiently so that the slurry shall not pick up when rolled.

Rollers shall have an operating strobe light or rotating beacon.

Sub-Section 332.4.1, Preparation of the Surface

Modify second sentence of the first paragraph to read:

In urban areas for curbed or non-curbed streets, the surface shall be cleaned with a self-propelled pick-up sweeper.

Append the first paragraph by adding the following sentence:

The cost of the immediate pre-sweeping for chip seal and the post-sweeping for excess chip removal shall be incidental to the cost of the work.

Add a third paragraph to the sub-section as follows:

All utility covers (gas, water, sewer, etc.), shall be protected by covering each with polyethylene film, roofing paper or other approved method, and secured with a spray adhesive. Raised pavement markers and survey monuments shall be protected by covering each lid with duct tape or other approved method. The protective cover material shall be removed within two (2) business days from the day when they were first covered. Dirt or aggregate is not an acceptable cover protection material and is not allowed.

Sub-Section 332.4.3, Water Fogging

Append the sub-section by adding a second paragraph as follows:

Water fogging sprayers shall be required and shall be kept clean and operating at all times. Sprayers shall be immediately in front of the truck and the slurry box capable of turning each system on and off independently to be in compliance. Spray systems for front and back shall be controlled by the slurry operator and not by the driver of the vehicle. Slurry vehicles without this dual spray operator controlled system shall not be permitted to work on the contract. The fogging shall be accomplished in such a manner that the entire surface is damp with no apparent flowing water or puddles.
Sub-Section 332.5, Weather Limitations

Modify to read:

The slurry seal shall not be applied if either the pavement or air temperature is below fifty degrees Fahrenheit (50°F) and falling, but may be applied when both pavement and air temperature are forty-five degrees Fahrenheit (45°F) and rising. No slurry seal shall be applied when there is a danger that the finished product will freeze within twenty-four (24) hours. The mixture shall not be applied when weather conditions may prolong opening to traffic by the designated time.

Sub-Section 332.9, Measurement

Supplement with the following:

Only certified tickets of the dry weight of aggregate and emulsion delivered to the City shall be accepted for payment. Overweight tickets shall not be accepted and material shall be partially unloaded, at no expense to the City, to a legal status for reweighing. A new ticket will be required for the remaining load. No deliveries shall be accepted prior to 6:00 a.m. or after 3:00 p.m. Any deliveries before or after this time frame shall not be paid for.

A daily tabulation of materials delivered, used, square yards covered, application rate, etc. shall be maintained and shall be made compatible between the City Inspector records and the Contractor records. Adjustments and agreement on quantities are final at end of each stockpile run.
4. Section 333 – Fog Seal Coats

Sub-Section 333.1, Description

*Modify the paragraph to read:*

Fog seal coats on existing bituminous paved surfaces and newly chip sealed surfaces shall consist of the application of emulsified asphalt.

Fog seal application after new chip seal work has been completed shall be considered incidental to the chip seal bid items.

Sub-Section 333.2, Time of Application and Weather Conditions

*Supplement the first paragraph to read:*

When chip seal operations are complete, Contractor shall fog seal the newly chip sealed roadways as well as other roadways that call for fog seal treatment only. Fog seal operations shall be scheduled with the City at least twenty-four (24) hours prior to the beginning of the operations.

Sub-Section 333.3.1, Emulsified Asphalt

*Supplement this sub-section with the following:*

**Polymer Modified MasterSeal (PMM)** mineral filled asphalt emulsion pavement sealer shall meet the requirements of specification set forth below. The Contractor shall provide specifications at the time of bid submittal when proposing any emulsified asphalt material other than PMM.

**PMM SPECIFICATION (POLYMER-MODIFIED MASTERSEAL ASPHALT EMULSION SEALCOAT):**

**Description:**

The work covered by this specification consists of furnishing all labor, equipment, and materials necessary to perform all operations required for the application of PMM polymer-modified MasterSeal ‘ready to use’ asphalt emulsion sealcoat (PMM) to bituminous paved surfaces.

**Materials:**

The Engineer must approve all material sources prior to their use. Once approved, material sources shall not be changed without the approval of the Engineer. If requested by the Engineer, the Contractor shall submit material samples at least seven (7) days prior to start of construction. When requested, additional samples shall be furnished during the construction period at no cost to the City. Material sample submittal is a non-pay item.
The material, ready to place, shall be per the manufacturers recommendations. In areas where additional aggregate is required based on job specific conditions, the additional aggregate shall be added in accordance with the manufacturer’s recommendations.

Mix PMM in accordance with the following mix design (based on 100 gallons of PMM for ease of calculation):

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>PMM</td>
<td>100 gallons</td>
</tr>
<tr>
<td>Sand (40-70 mesh)</td>
<td>200 to 400 lbs</td>
</tr>
</tbody>
</table>

**Surface Preparation:**

Before applying the PMM, the area to be surfaced shall be cleaned of oil, grease, gasoline, dirt, loose material, and other objectionable material. The pavement surface shall be clean and free from loose material and dirt. Cracks should be filled with hot-applied crack filler as specified herein. Oil stains should be cleaned and primed with oil spot primer. Surface preparation also includes the removal of grass or weeds, which are growing in cracks or the joint between the street and the concrete gutter.

The PMM shall be applied the same day the pavement is cleaned. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms may be used. When necessary, cleaning of the existing pavement surface shall be supplemented by hand brooms or other methods, approved by the Engineer, to assure a good bond between the PMM and the pavement surface. Power brooms or pick up brooms alone may not be adequate to thoroughly clean the surface.

The Contractor shall remove and dispose of raised pavement markers (if any) prior to the placement of the PMM. Removal shall be by chipping, grinding, or any other method approved by the Engineer. The cost of raised pavement marker removal is incidental to pavement preparation and the PMM bid item.

Prior to striping obliteration by covering with PMM, the Contractor shall document and detail the existing pavement striping and delineation. The details shall include as a minimum the type, size, color, dimensions, and specific detailed location of the delineation, acceptable to the Engineer, so that contractor or City Forces can replace the delineation, as it existed prior to the removal. The striping details shall be submitted to the Engineer a minimum three (3) working days prior to covering the striping with PMM.

The Contractor shall take all steps, procedures, and means to prevent dust pollution due to his construction practices in connection with this work. Dust prevention measures shall be maintained at all times during construction of the project to the satisfaction of the Engineer and in accordance with “Pinal County Air Pollution Control Regulations”.
The PMM shall not be applied until an inspection of the surface has been conducted and the determination made that the pavement surface is suitable for PMM application by the Engineer.

Application:

Application Equipment: Properly mixed PMM shall be applied by mechanical squeegee/brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of mixed material throughout the application process. Truck mounted or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of mixed PMM into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

Application Rate of Mixed Materials: Apply properly mixed PMM (PMM, water, additive, and sand) and at a rate of one gallon covering 60 to 75 square feet per gallon per coat (0.2 to 0.25 gallons per square yard). Application rates may vary due to pavement porosity and method of application.

Two separate applications coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins. At the direction of the Engineer, a third coat of PMM might be required in heavy traffic areas or on severely distressed pavements.

PMM shall not be applied during inclement weather or when the weather has been determined to be unsuitable by the Engineer. PMM shall not be applied if it is raining or rain is forecasted within 24 hours of application. Mixed PMM shall not be applied when temperature is expected to drop below 50°F during application and for a period of at least 24 hours after application. Pavement surfaces should be misted with water during application in extremely hot temperatures (90 degrees and above).

Protection of the Uncured Surface:

Adequate means and methods such as barricades, flagmen, pilot cars, etc. shall be used to protect the treated surface from all types of traffic until the asphalt emulsion will not be picked up by traffic. The Contractor shall be responsible for the repair of all damage done within 24 hours of the initial application.

Protection of Adjacent Property:

Care shall be taken to prevent the spraying of asphalt emulsion on adjacent pavements, including that portion of the pavement being used for traffic, on structures, guard rails, guide posts, markers, trees, shrubs, and property of all kinds.
The Contractor shall mask off end of streets and intersections to provide straight lines:

1. Make straight lines along lip of gutters and shoulders. Keep the same thickness in these areas. No runoff on these areas will be permitted.

2. Vary edge lines no more than 1/2 inch per 100 feet.

3. Protect curb, gutter, and sidewalk from spatter, mar, or overcoat.

Materials Testing:

The Contractor is responsible for the quality control of all materials used. Testing performed is to assure that materials conform to the specifications. Provisions for properly sampling the mixture, ready to install, from distributing equipment or on-site bulk storage units shall be made by the Contractor. Sampling shall be performed by the Contractor and witnessed by the Engineer in accordance with the latest edition of ASTM D-2939, "Standard Test Methods for Emulsified Bitumens Used as Protective Coatings."

The minimum amount of sampling and testing shall be once for every 500 gallons of materials ready to use. Material found in non-compliance will be rejected and shall be removed from the job site. No payment will be made for rejected material. The project shall not resume until the new material is tested and found in compliance. No lost time will be considered as a result of material being found in non-compliance.

PASS-QB – Emulsified Asphalt PASS-QB is a rejuvenating seal for pavement preservation. PASS QB emulsion is spray-applied to seal minor distress cracks, add new asphalt to the wearing course, and rejuvenate oxidized asphalt to prevent loss of surface rock and other forms of deterioration.

Modify first sentence to read:

Emulsified Asphalt SS-1h – Emulsified Asphalt shall be grade SS-1h as specified in MAG STANDARD SPECIFICATIONS Section 713.
4. Section 337 – Crack Sealing

Sub-Section 337.1, Description

Modify the second sentence of the paragraph to read:

The City shall designate certain street segments that require crack sealing for cracks and joints of one-eighth inch (1/8”) or great in width as further described in the following paragraph:

   All cracks and joints, including the space between asphalt concrete pavement and the curb and gutter section, which have a clear opening of one-eighth inch (1/8”) or greater, shall be thoroughly vacuum cleaned and filled and sealed for the entire length of the crack that equals or exceeds one-eighth inch (1/8”) or greater in width.

Alternately, the City shall also designate certain streets that require crack sealing for cracks and joints of one-quarter inch (1/4”) or greater in width as further described in the following paragraph:

   All cracks and joints, including the space between asphalt concrete pavement and the curb and gutter section, which have a clear opening of one-quarter inch (1/4”) or greater, shall be thoroughly vacuum cleaned and filled and sealed for the entire length of the crack that equals or exceeds one-quarter inch (1/4”) or greater in width.

For each task assigned, the City will specify which bid item applies to the entire task or to specific street segments within the task.
5. **Section 401 – Traffic Control**

**Sub-Section 401.2, Traffic Control Devices**

*Supplement the sub-section with the following:*

(C) All traffic control devices and their application shall conform to the MUTCD, the special provisions, and any field modifications made by the City and its Engineer.

(D) Traffic cones shall only be used during daylight hours and shall be a minimum of twenty-eight (28) inches high. Daylight hours are defined as ½ hour after sunrise to ½ hour before sunset. All traffic cones shall have retroreflective bands installed per MUTCD guidelines.

(E) Signs mounted on Type II Barricades shall be used on residential streets only. Signs used on major arterial roadways shall be mounted on wind resistant, high-level warning devices.

(F) It shall be the responsibility of the Contractor to provide, erect, maintain, remove and/or relocate all temporary and existing traffic control devices necessary to properly mark and control the construction area(s) for the safe and efficient movement of all roadway users through and around the work zone(s).

(G) The Contractor shall provide any and all additional traffic control devices as determined by the City and its Engineer to safely control traffic through and around the work zones.

(H) The Contractor shall install temporary traffic control warning signs and related devices prior to the start of any work in accordance with the approved Traffic Control Plan.

(I) All temporary traffic control devices shall be ballasted with sandbags or other approved ballast. The amount of sandbags used shall be enough to withstand the range of wind gust expected to provide adequate safety for the traveling public.

(J) The Contractor shall place standard warning flags above all construction zone traffic control signs. Additionally, the Contractor shall use flashing yellow warning lights to mark traffic control devices at night.

(K) The Contractor shall install standard chip seal reflective pavement markers on all existing centerline striping conforming to ADOT STANDARD SPECIFICATIONS Section 701-2.05 and 701-3.09. Chip seal pavement markers are a non-payment item and are considered incidental to the related chip seal construction work. All costs associated with this item shall be incorporated into the bid price for the applicable pay items set forth in these specifications and on the bid schedule.
Sub-Section 401.3, Flagmen or Pilot Cars

*Supplement with the following:*

Traffic Control shall include providing pilot cars and drivers as needed and required. All pilot cars shall be vehicles registered and licensed to operate on public roadways in the state of Arizona. The time necessary for pilot car turnaround shall not exceed ten (10) minutes.

The Contractor shall be required to provide City of Casa Grande uniformed off-duty law enforcement officers to assist with traffic control whenever construction activities occur within 300 feet of a signalized intersection and whenever traffic in any one direction is restricted to one lane at a signalized major street intersection, railroad track crossing, or at other locations when deemed necessary by the City and its Traffic Engineer.

During construction activities that do not restrict a signalized intersection, police officer hours may be reduced to peak traffic hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.) or suspended at the direction of the City Project Manager.

All requests for off-duty officers will be made through the Casa Grande Police Department Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work on the project.

The officers shall be knowledgeable of City traffic control systems and their manual use. A key for the traffic control cabinets, along with any special instructions, shall be obtained from Field Services, City of Casa Grande – contact Pedro Apodaco at (520) 251-0021.

Sub-Section 401.4, Traffic Control Measures

*Supplement with the following:*

Construction shall not commence without an approved Traffic Control Plan. At the time of the pre-construction meeting, the Contractor shall submit preliminary traffic control plans for review by the City. The Contractor shall design the traffic control plan using the posted speed limit existing prior to the start of work as the design speed. The Traffic Control Plan shall show all striping, signing, and barricading along with the locations and distances for all traffic control devices for all movements of the roadway users during the construction period. The Traffic Control Plan shall also show the duration with the start and end dates. The City shall, within ten (10) working days, review the plan and notify the Contractor of approval or note the changes determined to be needed to the plan.

The Contractor shall designate a Traffic Control Technician, who has been properly trained and certified in the application of work zone traffic control, to maintain all necessary traffic control devices during the entire construction period. At the beginning and end of each workday, and periodically throughout the day, the Traffic Control Technician shall inspect the construction work site and all traffic control signs, barricades and related devices.
The Traffic Control Technician shall ensure that all construction signs and barricades are standing upright in accordance with the approved traffic control plan, free of dirt and debris, and visible to intended traffic. At the end of the workday, all non-essential traffic control devices shall be removed and stored. The Contractor shall immediately correct any and all deficiencies noted by the City. The Contractor shall provide after-hours contact information for the Traffic Control Technician prior to or during the pre-construction meeting for each separate project.

The Contractor shall provide and maintain all necessary traffic control devices until acceptance of the project by the City.

Traffic Control shall include providing flagging and flaggers as needed and required. All flaggers shall be properly trained and certified by a recognized source, such as the International Municipal Signal Association (IMSA), and shall carry proof of training with them at all times.

If the Contractor fails to provide adequate traffic control measures, the City and its Engineer may have the work accomplished by other sources. The cost of having this work accomplished through other sources shall be computed in accordance with MAG STANDARD SPECIFICATIONS SECTION 109.5, Actual Cost Work. The total cost shall be deducted from monies due, or to become due, to the Contractor. This City shall make the final determination on the need and cost related to the outsourcing the traffic control work.

Sub-Section 401.5, General Traffic Regulations

Supplement with the following:

The City public works and police departments shall be provided with the name and phone number of the designated Traffic Control Technician responsible for twenty-four (24) hour maintenance of all traffic control devices.

The Contractor shall notify all residents, apartment managers, and businesses by handbill forty-eight (48) hours in advance of any street restrictions that may affect access to their property. The handbill shall include the month (non-numeric) and dates expected for the restrictions. For Monday work, the notice shall be distributed no later than the preceding Friday. New handbills shall be distributed by the Contractor should any scheduled work not occur on the specified day. The re-notification handbill shall be distributed a minimum of twenty-four (24) hours in advance. For rain days, the Contractor may “pre-notify” citizens of potential non-work in lieu of re-notification. Handbills and related work are non-pay items and are considered incidental to the work. All costs associated with this item shall be incorporated into the bid price for the associated work line items set forth in the bid schedule.

The Contractor shall supply adequate notification signs for the purpose of informing the public concerning the chip seal operations and the scheduled dates of construction and times of day for the work. Notification signs shall be required on major arterial roadways and shall be posted seventy-two (72) hours prior to construction operations.
For Monday work, signs shall be up by 6:00 a.m. the Friday before. Signs shall be four (4) feet x eight (8) feet with an orange background and black legend. The cost for notification signs shall be included in the Traffic Control item to be negotiated for each project task assignment.

Message to read:

RESTRICTED FOR RESURFACING
SCHEDULED FOR (insert Month & Days)
USE ALTERNATE ROUTE!

A road closure for the convenience of the Contractor is not authorized. Traffic restrictions are not permitted on major arterial roadways, during peak traffic hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

Sub-Section 401.6, Measurement:

Replace with the following:

Traffic Control shall not be measured directly, but rather shall be bid and paid for on a contract percentage basis applied to the total amount of construction for each individual task order not including Traffic Control and any allowance for Uniformed Off-Duty Police Officers. The contract percentage shall be as contained in the Contractor’s Bid Schedule.

Traffic Control shall include all materials, equipment, and labor necessary to facilitate, manage, furnish, install, and maintain all required traffic control per these contract documents and specifications. Items included in Traffic Control include, but are not limited to, temporary pavement markings, pilot cars, flagmen, barricades, traffic cones, sign panels, sign stands, ballast, flashing warning lights, and all related devices and facilities.

No direct measurement of individual traffic control elements or devices shall be made. All traffic control devices, activities and work, unless otherwise noted, shall be considered as included in the bid percentage for the Traffic Control pay item applicable to each individual project or task assignment.
6. Section 713 – Emulsified Asphalts Materials

Sub-Section 713.1, General

*Modify to read:* The emulsified asphalt used for slurry seal purposes shall conform to the requirements set forth in MAG Standard Specifications Sections 715 and shall be LMCQS-1h or PMCQS-1h, or a City pre-approved equivalent. See MAG Standard Specification Section 713 for asphalt emulsion specifications. Provide technical specifications at the time of the bid submittal when proposing any emulsified asphalt other than those listed herein.

The “Specification Schedule for PMCQS-1h” is set forth below.

**SPECIFICATION SCHEDULE PMCQS-1h**

Polymer-Modified Cationic Quick-Setting Emulsified Asphalt

MATERIAL SPECIFICATIONS: Polymer-Modified Cationic Quick-Setting Emulsified Asphalt, PMCQS-1H, or pre-approved equivalent (provide specifications when proposing any emulsified asphalt other than PMCQS-1H with the bid).

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>TEST METHOD</th>
<th>REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Test on Emulsion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Viscosity, @ 77ºF</td>
<td>T59</td>
<td>18 - 50</td>
</tr>
<tr>
<td>Storage Stability, 24 hr., %</td>
<td>T59</td>
<td>1.0 Max.</td>
</tr>
<tr>
<td>Particle Charge</td>
<td>D244</td>
<td>Positive</td>
</tr>
<tr>
<td>Sieve Test, %</td>
<td>T59</td>
<td>0.10 Max.</td>
</tr>
<tr>
<td>Residue by Distillation, %</td>
<td>D244</td>
<td>57 Min.</td>
</tr>
<tr>
<td>Test on Residue from D244</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Penetration 25ºC, 100g / 5 sec</td>
<td>T49</td>
<td>35 - 75 mm.</td>
</tr>
<tr>
<td>Penetration 5ºC, 200g / 60 sec</td>
<td>T49</td>
<td>15 Min.</td>
</tr>
<tr>
<td>Softening Point, 9F</td>
<td>T53</td>
<td>125 Min.</td>
</tr>
<tr>
<td>Viscosity, ABS Poise @ 140ºF</td>
<td>T202</td>
<td>4000 Max</td>
</tr>
<tr>
<td>Toughness N-m.</td>
<td>D5801</td>
<td>150 Min.</td>
</tr>
<tr>
<td>Tenacity N-m.</td>
<td>D5801</td>
<td>110 Min.</td>
</tr>
<tr>
<td>Polymer Content (% by Wt.)</td>
<td>FTIR</td>
<td>2.5 Min.</td>
</tr>
<tr>
<td>Solubility in TCE, %</td>
<td>D2042</td>
<td>97.5 (Note 1)</td>
</tr>
<tr>
<td>Test on Residue from RTFOT T240</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RTFO Viscosity, 140ºF, Poise</td>
<td>T202</td>
<td>1000 Max.</td>
</tr>
</tbody>
</table>

Note 1: If the polymer interferes with the solubility test, the test shall be performed on the base asphalt cement.

Note 2: Benson method of toughness and tenacity – Scott tester, inch-pounds @ 77ºF, 20 inch / min pull – Tension head ⅞” diameter.
7. **Section 714 – Microsurfacing Materials**

Sub-Section 714.3, Bituminous Material

*Supplement with the following:*

The polymerized emulsified asphalt used for microsurfacing purposes shall be per MAG Section 714 – Microsurfacing Materials. The emulsified asphalt material for microsurfacing shall be one of the following as stipulated in the task assignment issued to the Contractor.

- **Emulsified Asphalt PMCQS-1h (RTE)** – Polymerized, for Microsurfacing

- Tire Rubber Latex Modified Cationic Quick Setting Emulsified Asphalt LMCQS-1h-TR for Microsurfacing (allowed but may not be currently available)

*Modify Table 714-1 to read:*

<table>
<thead>
<tr>
<th>TABLE 714-1: EMULSIFIED ASPHALT RTE (POLYMERIZED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEST on Emulsion</td>
</tr>
<tr>
<td>Viscosity, SSF @ 77°F seconds</td>
</tr>
<tr>
<td>Sieve Test, %</td>
</tr>
<tr>
<td>Particle Charge</td>
</tr>
<tr>
<td>Storage Stability Test 24 hours %</td>
</tr>
<tr>
<td>Evaporation Residue %</td>
</tr>
<tr>
<td>Tests on Evaporation Residue</td>
</tr>
<tr>
<td>Kinematic Viscosity 275°F cst</td>
</tr>
<tr>
<td>Penetration, 77°F 100 g @ 5 sec t</td>
</tr>
<tr>
<td>Softening Point 9°F</td>
</tr>
<tr>
<td>Ductibility 77% 5 cm/Min</td>
</tr>
<tr>
<td>Tests on Evaporation Residue after RFTO</td>
</tr>
<tr>
<td>Kinematic Viscosity 275°F aging ration cst</td>
</tr>
<tr>
<td>Softening Point 9°F</td>
</tr>
</tbody>
</table>

Per MAG Section 714.2.2, the application rates for Microsurfacing are approximately 18 to 24 pounds of mineral aggregate per square yard for Type II and approximately 24 to 35 pounds per square yard for Type III. Section 331.4.2.1 requires a mix design be prepared for approval by the City and that the residual asphalt shall be up to 11.5% by dry weight of aggregate.

Actual applications rates shall be based on the street surface conditions encountered and on construction of a microsurfacing test strip where the actual application rate can be determined for any given street and approved by the City. See also MAG Section 331.7.6, Application Rate.
8. Section 715 – Slurry Seal Materials

Sub-Section 715.2.2, Mineral Aggregate

*Modify Table 715-1 to read:*

<table>
<thead>
<tr>
<th>Sieve Size:</th>
<th>Type I % Passing:</th>
<th>Type II % Passing:</th>
<th>Type III % Passing:</th>
<th>Stockpile Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾”</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>±5%</td>
</tr>
<tr>
<td>#4</td>
<td>100</td>
<td>90-100</td>
<td>70-90</td>
<td>±5%</td>
</tr>
<tr>
<td>#8</td>
<td>90-100</td>
<td>65-90</td>
<td>45-70</td>
<td>±5%</td>
</tr>
<tr>
<td>#16</td>
<td>65-90</td>
<td>45-70</td>
<td>28-50</td>
<td>±5%</td>
</tr>
<tr>
<td>#30</td>
<td>40-65</td>
<td>30-50</td>
<td>19-34</td>
<td>±5%</td>
</tr>
<tr>
<td>#50</td>
<td>25-42</td>
<td>18-30</td>
<td>12-25</td>
<td>±4%</td>
</tr>
<tr>
<td>#100</td>
<td>15-30</td>
<td>10-21</td>
<td>7-18</td>
<td>±3%</td>
</tr>
<tr>
<td>#200</td>
<td>10-20</td>
<td>5-15</td>
<td>5-15</td>
<td>±2%</td>
</tr>
<tr>
<td>Lbs of Aggregate</td>
<td>8-12 lbs/yd²</td>
<td>10-18 lbs/yd²</td>
<td>15-22 lbs/yd²</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Section 715.5, Determination of Job Mix Formula

*Supplement with the following:*

The slurry seal job mixture shall be designed to provide a suitable wearing surface for the traffic conditions, climate, and curing. All materials shall be pre-tested by an independent laboratory to determine their suitability for use in the slurry seal mix. Before slurry seal work commences, the Contractor shall submit a signed original of the proposed mix design with a certification of crude source and the asphalt type to be used on the individual project or task assignment under this contract. Once the materials and mix designs are approved by the City, no substitution of materials or material sources (including the crude source, asphalt type, and aggregate source) shall be permitted until new mix designs are submitted by an independent laboratory for approval. Test ISSA T109 shall not be required if not locally available from an independent laboratory. All costs for testing, certification, and re-testing shall be at the Contractor’s own cost and expense and considered incidental to the project and applicable bid items.
The mix design report shall show the results of tests performed on the materials and compare the results to those required by the specifications. The report shall include, but is not be limited to, the following information:

<table>
<thead>
<tr>
<th>Method</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slurry Seal Consistency</td>
<td>ISSA TB106</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>AASHTO T176</td>
</tr>
<tr>
<td>Soundness</td>
<td>AASHTO T96, ASTM C88</td>
</tr>
<tr>
<td>Abrasion Resistance</td>
<td>AASHTO T96, ASTM C131</td>
</tr>
<tr>
<td>Compatibility</td>
<td>ISSA TB115</td>
</tr>
<tr>
<td>Wet Track Abrasion</td>
<td>ISSA TB100</td>
</tr>
</tbody>
</table>

The mix design shall further report the quantitative effects of moisture content in the unit weight of the aggregate (bulking effect). The report must clearly show the theoretical recommended proportion of aggregate, mineral filler (min. & max.), water (min. & max.), additive(s), and asphalt, and how the proportions are based (dry aggregate weight, total mix, etc.). The City shall approve the mix design prior to its use on this contract.

The component materials shall be within the following limits.

<table>
<thead>
<tr>
<th>Material</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residual Asphalt</td>
<td>Type I: 10 - 16%</td>
</tr>
<tr>
<td></td>
<td>Type II: 7.5 - 13.5%</td>
</tr>
<tr>
<td></td>
<td>Type III: 6.5 - 13%</td>
</tr>
<tr>
<td></td>
<td>(Based on dry weight of aggregate)</td>
</tr>
<tr>
<td>Mineral Filler</td>
<td>0.1 - 1.0%</td>
</tr>
<tr>
<td></td>
<td>(Based on dry weight of aggregate)</td>
</tr>
<tr>
<td>Polymer Content</td>
<td>3.0% Min.</td>
</tr>
<tr>
<td>Additives</td>
<td>As required for mix properties</td>
</tr>
<tr>
<td>Water</td>
<td>As needed to achieve proper mix consistency</td>
</tr>
<tr>
<td></td>
<td>(Total mix liquids should not exceed the loose aggregate voids. ISSA T106 should be used to check optimum liquids.)</td>
</tr>
</tbody>
</table>

**Sub-Section 715.5.1, Composition of Slurry Seal Mixtures**

**Supplement the sub-section with the following:**

The percentage of each material shall be as required by the job mix formula lab report and final field adjustment. Trucks delivering aggregate to the stockpile shall be free of contamination from foreign material or excess water. Stockpiled material shall not be allowed to consolidate. The oldest aggregate shall be used first to prevent the formation of sand balls.
Sub-Section 715.5.2, Trial Applications:

Replace the first sentence of the sub-section with the following:

The Contractor shall place a test strip of approximately one thousand (1,000) square yards in the area designated by the Engineer with the slurry seal machine to be used on the contract. The test strips shall be placed after the Notice to Proceed is issued but prior to construction in the first area to be slurry sealed. The slurry seal mixture placed in the test strip shall conform to the design job mix formula.

Supplement the sub-section with the following:

The area and street shall be notified forty-eight (48) hours prior to any test strips. Work in the area and street shall be fully completed prior to starting any other areas or streets.

Sub-Section 715.6, Test Certificates and Reports

Supplement with the following:

Samples of the slurry seal mixture shall be taken as determined by the City and its Engineer in accordance with the current Standard Methods of Sampling Bituminous Material, AASHTO and ISSA. All tests shall be conducted in accordance with the current Standard Methods of Testing Emulsified Asphalt, AASHTO and ISSA.
9. Section 716 – Cover Material

Sub-Section 716.2.3, Gradation

*Supplement with the following table:*

<table>
<thead>
<tr>
<th>TEST</th>
<th>METHOD</th>
<th>SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Specific Gravity</td>
<td>Arizona 210</td>
<td>2.30-2.85</td>
</tr>
<tr>
<td>Water Absorption, %</td>
<td>Arizona 210</td>
<td>2.5 Max</td>
</tr>
<tr>
<td>Fractured Coarse Aggregate Particles (Minimum of 2 Fractured Faces - Plus #4 Material), %</td>
<td>Arizona 212</td>
<td>85 Max</td>
</tr>
<tr>
<td>Flakiness Index, %</td>
<td>Arizona 233</td>
<td>20 Max</td>
</tr>
<tr>
<td>Carbonates in Aggregate, %</td>
<td>Arizona 512</td>
<td>30 Min</td>
</tr>
<tr>
<td>Abrasion, %</td>
<td>AASHTO T96</td>
<td>9 @ 100 Rev Max</td>
</tr>
<tr>
<td>Sodium Sulfate Soundness (Loss @ 5 Cycles), %</td>
<td>ASTM C88</td>
<td>40 @ 500 Rev Max</td>
</tr>
</tbody>
</table>

*Replace Table 716-1 with the following gradation table:*

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>½”</td>
<td>100</td>
</tr>
<tr>
<td>¾”</td>
<td>100</td>
</tr>
<tr>
<td>¼”</td>
<td>70 - 90</td>
</tr>
<tr>
<td>#4</td>
<td>0 - 10</td>
</tr>
<tr>
<td>#8</td>
<td>0 - 5</td>
</tr>
<tr>
<td>#200</td>
<td>0 - 1.0</td>
</tr>
</tbody>
</table>
Replace Table 716-2 with the following gradation table:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>½”</td>
<td>100</td>
</tr>
<tr>
<td>¾”</td>
<td>70 - 100</td>
</tr>
<tr>
<td>¼”</td>
<td>0 - 10</td>
</tr>
<tr>
<td>#8</td>
<td>0 - 5</td>
</tr>
<tr>
<td>#200</td>
<td>0 - 1.0</td>
</tr>
</tbody>
</table>

**Sub-Section 716.3, Pre-Coated Chips**

Modify second sentence of the first paragraph to read:

The quantity of bituminous material used shall not be less than 0.60 percent or greater than 0.80 percent of the combined weight of the bituminous material and the aggregate.

**10. Pavement Striping and Pavement Symbols**

All pavement markings (striping and symbols) shall conform to the Manual on Uniform Traffic Control Devices, the ADOT Supplement to Manual, and the ADOT Standard Specifications. The provisions of ADOT Standard Specification Section 708 – Permanent Pavement Markings apply to all work furnished as part of this contract. Pavement markings may include but not be limited to crosswalks, stop bars, centerline striping, lane line striping, bike lane striping, symbols, legends, turn arrows, etc. Paint, reflective glass beads, and raised pavement markers, if any, shall conform to the requirements of ADOT Section 708 – Permanent Pavement Markings, and any other applicable sections of the ADOT Standard Specifications.

There is no need for striping or symbol obliteration under this contract. Likewise, there is no need for furnishing and installing raised pavement markers under this contract.

Prior to any surface treatment applications that will cover over any existing pavement markings, striping and/or symbols, the Contractor shall be responsible to identify and document the exact locations, dimensions, lengths, widths, color, existence of raised pavement markers, terminal points, lane widths, and the like to facilitate restoration of pavement striping and symbols on the new pavement treatment surface. This shall be accomplished by creating field as-built drawings and placing spot markings on curbing that will enable the pavement marking contractor to replace the pavement markings, in-kind, at the exact locations as existed prior to the surface treatment application.
The City of Casa Grande will notify the Contractor prior to the surface treatment work should they want to change any particular pavement markings, striping and/or symbol types or patterns on any particular segment of street. The City will identify the new control points for the striping and markings and provide those to the Contractor prior to the start of pavement marking, striping and symbol application work.

All pavement markings shall be completed within three (3) calendar days after completion of surface treatments on any street segment. The Contractor shall notify the City of Casa Grande Inspector at least 48 hours in advance of any striping and symbol application work. The Contractor is solely responsible for the layout and installation of permanent pavement markings (striping and symbols) on the finished surface course following the control that needs to be set no further than 50 feet apart along the lines to be striped. Upon completion of the layout, but prior to the installation of the permanent pavement markings, the Contractor shall contact the City Inspector to make arrangements for inspection of the marking layouts. Any striping or symbols applied before the City inspection shall be removed and reapplied at the Contractor’s expense.

The Contractor shall clean the street surface of any loose rock, dirt or debris to the satisfaction of the City Inspector by sweeping and/or power air blowing immediately prior to placement of all pavement markings. The street surface shall be clean, dry and the air temperature shall be no less than 50 degrees F and rising.

Following completion of the striping work, the Contractor shall provide to the City Inspector the individual footage and width of all striping applied and the number count of all symbols. The City Inspector will calculate the length of 4” wide lines for payment purposes.

11. Raised Pavement Markers, ADOT Type G


Description: The Contractor shall furnish and install pre-approved reflective raised pavement markers at all locations shown on the project plans. The raised pavement markers shall be Type ‘G’, clear, one-way, markers that comply with all requirements of Section 706 of the ADOT Standard Specifications. The work shall include all materials, equipment, and labor costs to clean and prepare the pavement surface and place and install the raised pavement markers per Section 706 of the ADOT Standard Specifications.

Measurement and Payment: Measurement will be based on each (EA) raised pavement marker properly installed as determined on the ground by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity.
C. BID ITEMS LISTING

Liquid Asphalt PG64-16TR

Liquid asphalt shall consist of PG64-16TR (or PG70-16TR) Liquid Asphalt required per MAG STANDARD SPECIFICATIONS Section 330 – Asphalt Chip Seal as modified herein. Payment shall be per ton (TON) of PG64-16TR Liquid Asphalt furnished and applied, completed and in place. All other costs associated with this item are incidental to the bid price for this line item. All costs associated with this bid item shall be incorporated into the bid price.

Polymer Modified Asphalt Rubber

Liquid asphalt shall consist of Polymer Modified Asphalt Rubber required per MAG STANDARD SPECIFICATIONS Section 330 – Asphalt Chip Seal and Section 711 – Paving Asphalt as modified herein. Payment shall be per ton (TON) of Polymer Modified Asphalt Rubber furnished and applied, completed and in place. All other costs associated with this item are incidental to the bid price for this line item. All costs associated with this bid item shall be incorporated into the bid price.

Rubberized Asphalt Binder, Field Blend

Liquid asphalt shall consist of Rubberized Asphalt Binder, Field Blend, required per MAG STANDARD SPECIFICATIONS Section 330 – Asphalt Chip Seal and Section 711 – Paving Asphalt as modified herein. Payment shall be per ton (TON) of Rubberized Asphalt Binder, Field Blend, furnished and applied, completed and in place. All other costs associated with this item are incidental to the bid price for this line item. All costs associated with this bid item shall be incorporated into the bid price.

Emulsified Asphalt CRS-2p

Emulsified asphalt shall consist of CRS-2p Emulsified Asphalt required per MAG Standard Specifications Section 330 – Asphalt Chip Seal as modified herein. Payment shall be per ton (TON) of CRS-2p Emulsified Asphalt for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.

Cover Chips - LVT (Non-Coated)

Cover material shall consist of LVT Cover Chips (Non-Coated) per MAG Standard Specifications Section 716 – Cover Material as modified herein. Payment shall be per ton (TON) of LVT Cover Chips for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.
Cover Chips – LVT (Pre-Coated)

Cover material shall consist of Pre-Coated LVT Cover Chips per MAG STANDARD SPECIFICATIONS Section 716 – Cover Material as modified herein. Payment shall be per ton (TON) of Pre-Coated LVT Cover Chips according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Cover Chips - HVT (Non-Coated)

Cover material shall consist of HVT Cover Chips (Non-Coated) per MAG Standard Specifications Section 716 – Cover Material as modified herein. Payment shall be per ton (TON) of HVT Cover Chips for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Cover Chips – HVT (Pre-Coated)

Cover material shall consist of Pre-Coated HVT Cover Chips per MAG STANDARD SPECIFICATIONS Section 716 – Cover Material as modified herein. Payment shall be per ton (TON) of Pre-Coated HVT Cover Chips according to the bid schedule for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.

Emulsified Asphalt PMCQS-1h (RTE) – Polymerized

Microsurfacing emulsified asphalt material shall consist of Emulsified Asphalt PMCQS-1h (RTE) – Polymerized per MAG STANDARD SPECIFICATIONS Section 331 – Microsurfacing specifications as modified herein. Payment shall be per ton (TON) of Emulsified Asphalt PMCQS-1h (RTE) – Polymerized for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.

Aggregate Microsurfacing (Type III)

Microsurfacing aggregate shall consist of mineral filler and Type III mineral aggregate per MAG STANDARD SPECIFICATIONS Section 714 – Microsurfacing Materials and MAG STANDARD SPECIFICATIONS Section 715 for Type III Aggregate, as modified herein. Payment shall be per ton (TON) of Aggregate Microsurfacing for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.

Emulsified Asphalt LMCQS-1h

Microsurfacing emulsified asphalt material shall consist of Emulsified Asphalt LMCQS-1h per MAG STANDARD SPECIFICATIONS Section 331 – Microsurfacing specifications as modified herein. Payment shall be per ton (TON) of Emulsified Asphalt LMCQS-1h for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.
Emulsified Asphalt PMCQS-1h

Slurry Seal emulsified asphalt material shall consist of Emulsified Asphalt PMCQS-1h required per MAG STANDARD SPECIFICATIONS Section 332 – Placement and Construction of Asphalt Emulsion Slurry Seal Coat as modified herein. Payment shall be per ton (TON) of Emulsified Asphalt PMCQS-1h for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.

Aggregate Type II

Aggregate shall consist of Aggregate Type II per MAG STANDARD SPECIFICATIONs Section 332 – Asphalt Emulsion Slurry Seal Coat as modified herein. Payment shall be per ton (TON) of Aggregate Type II for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.

Aggregate Type III

Aggregate shall consist of Aggregate Type III per MAG STANDARD SPECIFICATIONS Section 332 – Asphalt Emulsion Slurry Seal Coat as modified herein. Payment shall be per ton (TON) of Aggregate Type III for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.

Polymer Modified MasterSeal (PMM)

Emulsified asphalt for pavement sealing shall consist of PMM – Mineral Filled Asphalt Emulsion for Pavement Sealing, as required per MAG Standard Specifications Section 333 – Fog Seal Coats as modified herein. Payment shall be per ton (TON) of PMM Polymer Modified MasterSeal for all work completed and in place. All costs associated with this item shall be incorporated into the bid unit price.

Emulsified Asphalt PASS-QB

Emulsified asphalt shall consist of PASS-QB Emulsified Asphalt required per MAG Standard Specifications Section 333 – Fog Seal Coats as modified herein. Payment shall be per ton (TON) of PASS-QB Emulsified Asphalt for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.

Emulsified Asphalt SS-1h

Emulsified asphalt shall consist of SS-1h Emulsified Asphalt required per MAG STANDARD SPECIFICATIONS Section 333 – Fog Seal Coats as modified herein. Payment shall be per ton (TON) of SS-1h Emulsified Asphalt according to the bid schedule for all work completed and in place. All costs associated with this item shall be incorporated into the bid price.
Crack Sealing (1/8” and greater in width)

Crack sealing shall consist of cleaning, filling and sealing of pavement cracks and joints measuring 1/8” and greater in width per MAG STANDARD SPECIFICATIONS Section 337 – Crack Sealing as modified herein. Payment shall be per pound (LBS) of crack sealant placed for all work completed and in place. All costs associated with this item, including vacuum cleaning of the cracks and joints, shall be incorporated into the bid price.

Crack Sealing (1/4” and greater in width)

Crack sealing shall consist of cleaning, filling and sealing of pavement cracks and joints measuring 1/4” and greater in width per MAG STANDARD SPECIFICATIONS Section 337 – Crack Sealing as modified herein. Payment shall be per pound (LBS) of crack sealant placed for all work completed and in place. All costs associated with this item, including vacuum cleaning of the cracks and joints, shall be incorporated into the bid price.

Pavement Striping

Contractor shall install new pavement striping at least three (3) days after but not more than five (5) days after the new finish course surface treatment has been constructed. Pavement striping shall be installed in accordance with MUTCD and per ADOT Standard Specifications Section 708 – Permanent Pavement Markings. If the first application of paint striping has a dull finish or does not meet thickness or retroreflective requirements, a second application shall be made at no additional cost to the project. Payment shall be made per linear foot (LF) of four inch (4”) equivalent Pavement Striping for all work complete and in place. Lengths will be based on a 4” wide stripe. Lines wider than 4-inches shall be measured in 4-inch strips for the full width of the line (e.g. a 12” wide line would be measured as 3 equivalent length 4” lines). All costs associated with this item shall be incorporated into the bid price.

Pavement Symbols

Contractor shall install new pavement symbols to replace existing pavement symbols obliterated by the new construction at least three (3) days after but not more than five (5) days after new finish course pavement surface treatment has been constructed. Pavement symbols shall be installed in accordance with MUTCD and per ADOT Standard Specifications Section 708 – Permanent Pavement Markings. If first application of traffic paint has a dull finish or does not meet thickness or retroreflective requirements, a second application shall be made at no additional cost to the project. Payment shall be made per each (EA) pavement symbol installed and for all work complete and in place. All costs associated with this item shall be incorporated into the bid price.
Raised Pavement Markers, ADOT Type G

Contractor shall install new raised pavement markers upon request by the City. The raised pavement markers shall be Type ‘G’, clear, one-way, markers that comply with all requirements of Section 706 of the ADOT Standard Specifications. Measurement will be based on each (EA) raised pavement marker properly installed as determined on the ground by the City Inspector. Payment will be made at the bid unit price per each (EA) based on the measured quantity.

Traffic Control – Residential & Collector Streets

Contractor shall provide all on-site and off-site traffic control on residential and collector streets as required during the construction project per the MUTCD and MAG STANDARD SPECIFICATIONS Section 401 – Traffic Control as modified herein. Payment shall be made on a Percent (%) of the Total Task Assignment Amount (not including Traffic Control or Uniformed Off-Duty Police Officers’ time) for Traffic Control for each individual project or task assignment under this contract. Traffic Control shall be provided according to the requirements of these contract documents for all work complete and in place. All costs associated with this item shall be incorporated into the percent (%) bid basis.

Traffic Control – Arterial Streets

Contractor shall provide all on-site and off-site traffic control on arterial streets required during the construction project per the MUTCD and MAG STANDARD SPECIFICATIONS Section 401 – Traffic Control as modified herein. Payment shall be made on a Percent (%) of the Total Task Assignment Amount (not including Traffic Control or Uniformed Off-Duty Police Officers’ time) for Traffic Control for each individual project or task assignment under this contract. Traffic Control shall be provided according to the requirements of these contract documents for all work complete and in place. All costs associated with this item shall be incorporated into the percent (%) bid basis.

Uniformed Off-Duty Police Officers

This bid line item is a fixed allowance amount (Allowance) for bidding purposes. Measurement for payment for UNIFORMED OFF-DUTY POLICE OFFICERS hours will be made at the actual number of personnel hours used at the actual invoiced rate with no Contractor mark-up allowed. Because the quantity of hours is dependent on the Contractor's schedule of activities and construction staging, the bid schedule line item will be administered as an allowance bid item, and will not be subject to the 20 percent limitation. The allowance amount will be established for each individual project or task assignment under this contract. Payment shall be made at the actual number of personnel hours used at the actual invoiced rate with no Contractor mark-up allowed. The net hourly rate for each police officer will be invoiced at the current City established wage scale, increased to include withholdings for Federal, State, FICA, Medicare, Workmen’s Compensation insurance, and any other payroll administrative costs. The Contractor shall furnish receipts for all police time and expenses paid. No payment will be made exceeding the actual cost for Uniformed Off-Duty Police Officer time utilized, whether it is more or less than the allowance amount.
End of Technical Specifications Section
<table>
<thead>
<tr>
<th>#</th>
<th>Company/Name/Address/Phone</th>
<th>Bid Amount</th>
<th>Additive</th>
<th>Bid Bond Encl</th>
<th>Addendum #/Date</th>
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<td>1) Asphalt Chip Seal $610,775.00</td>
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<td>8211 W. Sherman St.</td>
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<td>3) Fog Seal Coat $311,975.00</td>
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<td>22855 N. 21st Ave</td>
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<td>2) Micro-Sealing</td>
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<td>Phoenix, AZ, 85027</td>
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<td>4) Crack Seal $182,361.25</td>
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<td>Sunland Asphalt &amp; Construction, Inc</td>
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<td>775 W. Elwood St</td>
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<td>3) Seal/Fog $282,275.00</td>
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<td>4) Crack Seal $147,275.00</td>
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STAFF SIGNATURE:

[Signature]

Date: 11/19/19

[Signature]

Date: 11/19/19
## BID OPENING

**Bid Item:** 2020 PAVEMENT PRESERVATION PROGRAM

<table>
<thead>
<tr>
<th>#</th>
<th>Company/Name/Address/Phone</th>
<th>Bid Amount</th>
<th>Additive</th>
<th>Bid Bond Enc/</th>
<th>Addendum #/Date</th>
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<td>5</td>
<td>Regina Pavement Maintenance of Arizona, Inc</td>
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<td>1) Asphalt + Chip Seal &amp; 2) M. S.</td>
<td>Yes/No □</td>
<td>No. 1/ □</td>
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<td>2435 S. 6th Ave</td>
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<td>3) Fog Seal $314,988.75</td>
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<td>Phoenix, AZ, 85003</td>
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<td>4) Crack Seal $133,585.98</td>
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<td>YSS International</td>
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<td>1) Asphalt + Chip Seal $1,233,785.00</td>
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<td></td>
<td>3785 Channel Dr</td>
<td></td>
<td>2) M. S.</td>
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<td>West Sacramento, CA, 95691</td>
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<td>3) Fog Seal $638.00</td>
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<td>4) Crack Seal $655.00</td>
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</table>
BID PROPOSAL FORM

2020 PAVEMENT PRESERVATION PROGRAM

Place: Tolleson AZ

Date: 11/19/2019

City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with the City's invitation for bids and all conditions of the Contract Documents and Technical Specifications, the undersigned Cactus Asphalt, A Division of Cactus Transport, Inc. a corporation organized under the laws of the State of Arizona; or a partnership consisting of President - Jason Hoffman Secretary - Bryan Glazer Treasurer - Bryan Glazer *

or an individual trading as n/a - Corporation

in the City of Tolleson;

having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all equipment, supplies, materials, labor, and everything necessary for completion of the work described in the "NOTICE OF BID" for the City of Casa Grande, and to construct the same and install the equipment and materials therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through and under the direction and supervision of its Engineer, or their properly authorized agents, and strictly pursuant to and in conformity with the Contract Documents and Technical Specifications prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the prices stipulated for the work described on the bid schedule contained on the following pages:

*Insert names of president, secretary and treasurer of corporation
# BID SCHEDULE

**Bidder’s Name:** Cactus Asphalt, A Division of Cactus Transport, Inc.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Bid Unit(s)</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
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<tr>
<td>1</td>
<td>Liquid Asphalt PG64-16TR (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100</td>
<td>TON</td>
<td>$990.00</td>
<td>$99,000.00</td>
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<tr>
<td>2</td>
<td>Polymer Modified Asphalt Rubber (for Asphalt Chip Seal w/ HVT Chips)</td>
<td>100</td>
<td>TON</td>
<td>$916.20</td>
<td>$91,600.00</td>
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<td>3</td>
<td>Rubberized Asphalt Binder, Field Blend (for Asphalt Chip Seal w/ LVT Chips)</td>
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<td>TON</td>
<td>$985.00</td>
<td>$98,500.00</td>
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<td>4</td>
<td>Emulsified Asphalt CRS-2p (for Asphalt Chip Seal)</td>
<td>100</td>
<td>TON</td>
<td>$741.00</td>
<td>$74,100.00</td>
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<td>5</td>
<td>Cover Chips – LVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500</td>
<td>TON</td>
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<td>6</td>
<td>Cover Chips – LVT (Pre-Coated) (for Asphalt Chip Seal)</td>
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<td>Cover Chips – HVT (Non-Coated) (for Asphalt Chip Seal)</td>
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<td>8</td>
<td>Cover Chips – HVT (Pre-Coated) (for Asphalt Chip Seal)</td>
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<td>9</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
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<td>10</td>
<td>Pavement Symbols (replace obliterated markings)</td>
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<td>EA</td>
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<td>11</td>
<td>Raised Pavement Markers, ADOT Type G</td>
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<td>Traffic Control – Residential &amp; Collector Streets ** (Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for this bid schedule)</td>
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<td>Traffic Control – Arterial Streets ** (Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for this bid schedule)</td>
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<td>15</td>
<td>Emulsified Asphalt PMCQS-1h (RTE) – Polymerized (for Microsurfacing)</td>
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<td>$No Bid</td>
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<td>16</td>
<td>Aggregate Microsurfacing (Type III) (Mineral Filler and Aggregate)</td>
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<td>$No Bid</td>
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<td>Emulsified Asphalt LMCQS-1h (for Slurry Seal Coat)</td>
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<td>$No Bid</td>
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<td>Emulsified Asphalt PMCQS-1h (for Slurry Seal Coat)</td>
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<td>$No Bid</td>
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TOTAL BID AMOUNT FOR ASPHALT CHIP SEAL CATEGORY
(Sum of Bid Items 1 thru 14 inclusive) $610,775.00

2020 PAVEMENT PRESERVATION PROGRAM
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<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
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<td>Polymer Modified MasterSeal (PMM) – (Mineral Filled Asphalt Emulsion for Pavement Sealing)</td>
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<td>Emulsified Asphalt PASS-QB (for Fog Seal Coats)</td>
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<tr>
<td>33</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>19.30%</td>
<td>$ 381,600.00 (Bid % x $200,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>17.90%</td>
<td>$ 351,800.00 (Bid % x $200,000)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR FOG SEAL COAT CATEGORY**

(Sum of Bid Items 27 thru 35 inclusive) $ 311,075.00
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Unit(s)</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Crack Sealing (1/8&quot; and greater in width)</td>
<td>30,000</td>
<td>LBS</td>
<td>$1.88</td>
<td>$56,440.00</td>
</tr>
<tr>
<td>37</td>
<td>Crack Sealing (1/4&quot; and greater in width)</td>
<td>30,000</td>
<td>LBS</td>
<td>$1.53</td>
<td>$45,900.00</td>
</tr>
<tr>
<td>38</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
<td>25,000</td>
<td>LF - 4&quot;W</td>
<td>$0.30</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>39</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$75.00</td>
<td>$1,875.00</td>
</tr>
<tr>
<td>40</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$4.50</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>41</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>36.00%</td>
<td>$72,000.00</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price</td>
<td></td>
<td></td>
<td>(Show % to 2</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>Space and apply that % to $200,000 for the purposes</td>
<td></td>
<td></td>
<td>decimal places</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>35.60%</td>
<td>$71,200.00</td>
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<td>(Contractor to insert the bid % in the Bid Unit Price</td>
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<td></td>
<td>(Show % to 2</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>Space and apply that % to $200,000 for the purposes</td>
<td></td>
<td></td>
<td>decimal places</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Uniformed Off-Duty Police Officers (allowance for each</td>
<td>Allowance</td>
<td>LS</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>task order)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR CRACK SEALING CATEGORY**
(Sum of Bid Items 36 thru 43 inclusive)

$859,375.00

Bidder’s Name: Cactus Asphalt, A Division of Cactus Transport, Inc.

The Bidder is allowed to bid on any individual category, or any or all combination of bid categories, contained in the Bid Schedule.

The Bidder must bid all line items contained in any categories that are bid.
TRAFFIC CONTROL **

** Traffic control has been added to each of the four bid categories as shown in the bid schedule included herein. The bid percentage for traffic work will control for contract payment purposes. For example, if a Contractor bids 5.00% in the bid unit price box, and the actual price for the constructed work ends up being $200,000; then the payment to the contractor for traffic control will be $10,000 (5.00% of $200,000).

In order for comparable comparison of bids for each category, the Bidder is required to multiply the percentage bid in the Bid Unit Price box times the assumed contract amount (Estimated Quantity) of $200,000 for each Traffic Control Item and insert the product in the Total Extended Bid Price box. For example, if the Bidder bids traffic control for one of the traffic control line items at 4.50%; then the Bidder shall take 4.50% times the provided quantity amount of $200,000 and enter the resulting product of $9,000.00 in the box for the Total Extended Bid Price.

The City believes this is the best and fairest way to pay for traffic control for each bid category and enables the City to fairly compare Bid Totals for each Category, including traffic control, to select the low bidders for Contract award.

QUANTITIES *

* Please note that the estimated quantities are approximate only and will vary from these totals. The quantities listed in the bid schedule for this pavement preservation program are used only for the purposes of comparing category bid price totals to determine the lowest cost bidder(s) for each category of the work for contract award purposes.

For this 2020 PAVEMENT PRESERVATION PROGRAM, the quantities listed in the bid schedule are approximations only of the possible amount and/or value of the total work that may be assigned to the Contractor(s) during the one year contract period. The Contractor(s) should expect the quantities to vary considerable for any given line item, both during the one year contract period and from year to year if the two annual contract extensions are individually awarded. There is no guarantee or commitment on the amount of work, if any, that may be assigned to the Contractor in any given year.

BASIS FOR BID

The Bidder is required to bid at least one category and can bid any or all of the categories. The bidder must bid each and every line item within the individual Category being bid as contained in the bid schedule. The bidder shall record the total bid price for each and every category being bid.
The total bid price for each category is used only to compare bids received for the purpose of selecting one or more Contractors (likely 2 Contractors will be selected; 4 at the most) for the 2020 PAVEMENT PRESERVATION PROGRAM contract. The contract for this PAVEMENT PRESERVATION PROGRAM shall be for a one (1) year term contract, with an option to renew for a maximum of two (2) additional years, for providing pavement surface preservation, treatment, sealing, maintenance, and other items of work including all equipment, labor, supervision, materials, supplies, and maintenance services to the City of Casa Grande, on an on-call, as-needed and where-needed basis through individual task/purchase orders and assignments.

The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.

OPTION TO RENEW

The City of Casa Grande may elect to exercise an option to renew the contract for up to two (2) additional one (1) year periods at the conditions stated herein. The first additional one-year period shall begin one year after the original Notice to Proceed and shall be in effect for one year, and the second additional one-year period shall begin two years after the original Notice to Proceed and shall be in effect for one year.

Should the City of Casa Grande decide to exercise their option to renew the contract for the 1st renewal year and for the 2nd renewal year, the bid unit prices shall remain the same as shown on the bid schedule, or upon request by the Contractor and agreement by the City, the bid unit prices may be negotiated and agreed upon prior to the renewal and extension of the contract for each additional year. The City will consider the requested adjustments in their decision to renew the contract each program year.

The City will use as a basis for negotiation of the new contract unit pricing for the asphalt/bituminous material items ADOT’s ‘Price Adjustment for Bituminous Material’ (see the Technical Specifications section, Paragraph 10, A. General Requirements, that references potential annual adjustment of the pricing for asphalt/bituminous material based on ADOT’s ‘Price Adjustment for Bituminous Material’).

Negotiated contract unit prices for the other bid items, except for the bituminous material bid items, traffic control items, and Uniformed Off-Duty Police Officers allowance, shall be based on market adjustment factors as agreed to by the City.

In compliance with the above, the undersigned offers and agrees to furnish any and all of the items or services enumerated, and upon which prices are quoted at the unit price set opposite each item, delivered within the timeframe specified.
AVAILABILITY OF FUNDS

The bidder acknowledges and agrees that each contract year is subject to the availability of funds as approved by the City Council. In the event that funding is not appropriated, the Contract will expire at no additional cost to either party. In addition, the City reserves the right to decline its Option to Renew the Contract for the first or second additional one (1) year periods for each fiscal year covered by this bid.

ALL INCLUSIVE UNIT PRICES

Unit price bids shall cover all items needed to complete the describe work including but not limited to labor, supervision, tools, equipment, supplies, hardware, and materials for each bid schedule line item of work for the construction of chip seals, microsurfacing, slurry seal coats, fog seals, crack cleaning and sealing, traffic control striping and marking, and all other contingent and appurtenant work as applicable to the pavement preservation program. Unit prices shall include all shipping, delivery, and transportation costs.

ACCEPTANCE OF BID PROPOSAL

Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s) for one or more bid categories. For this annual pavement preservation program that includes up to two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most.

The undersigned hereby declares that representatives of the Bidder have visited the City to familiar themselves with the overall street system and have carefully examined the Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work that may be assigned by task order and/or purchase order, as either increased or decreased, in accordance with the provisions of the technical specifications for the unit bid prices stipulated in the Bid Schedule.

The undersigned understands that all work associated with 2020 PAVEMENT PRESERVATION PROGRAM, as specified for this contract, shall be in accordance with the contract documents, technical specifications, and bid documents identified for the "2020 PAVEMENT PRESERVATION PROGRAM," all applicable Maricopa Association of Government's Uniform Standard Specifications and Details; all applicable requirements of the Manual on Uniform Traffic Control Devices; and all applicable requirements of the ADOT Standard Drawings and Specifications; except as otherwise required by the Project Contract Documents and Technical Specifications.

The undersigned understands that this Bid Proposal Form and Bid Schedule shall be submitted with a Proposal Guarantee of Certified Check, Cashier's Check, or Surety (Bid) Bond for an
amount not less than 10 percent of the amount bid, along with a Certification of Bid form, and a completed Affidavit of Non-Collusion.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande, the Bidder/Contractor will execute the contract documents and furnish the required bonds and certificates of insurance.

The Work shall be completed based on the type, amount, and locations of various items of work specified in individual task assignments and/or purchase orders, beginning with the day following the starting date specified in the Notice to Proceed and ending with the contract expiration date. Completion times (or dates) for each task order will be stipulated in the Notice to Proceed. The time allowed for completion of the work is intended to include lead time for obtaining all necessary materials, supplies, and/or equipment needed to complete the work in its entirety.

**BID PACKAGE**

The Bid Package submitted for this project shall contain the following:

- Bid Proposal Form
  - Bid schedule
  - Evidence of contractor licensure by the State of Arizona
  - Minimum of three references with contact information for at least three pavement preservation contracts of a similar nature, size, and magnitude

- Certification of Bid
- Affidavit on Non-Collusion
- Surety (Bid) Bond
- Certificate of Insurance (COI)
Bld respectfully submitted by:

Cactus Asphalt, A Division of Cactus Transport, Inc.

By: 

Bryan Glazer
Officer & Title Bryan Glazer - Managing Partner

8211 W. Sherman St.
Tolleson, AZ 85353

ATTEST:

James Gallegos - Managing Partner

Bidder’s Full Address

Witness (if Bidder is an Individual)

*Provide addresses of corporate officers or partners if different than business address:
The bidder hereby acknowledges receipt of and agrees his proposal is based on the preceding Addenda issued (line-out non-issued addendum number as appropriate):

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Issue Date</th>
<th>Acknowledgement Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUM NO. 1</td>
<td>11/13/2019</td>
<td></td>
</tr>
<tr>
<td>ADDENDUM NO. 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDENDUM NO. 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDENDUM NO. 4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor’s/Bidder’s Signature

By: {signature}

Bryan Glazer - Managing Partner

License No. 194430-A

Classification A - General Engineering

End of Bid Proposal Form
CERTIFICATION OF BID

2020 PAVEMENT PRESERVATION PROGRAM

Corporate Name
Cactus Asphalt, A Division of Cactus Transport, Inc.

Address
8211 W. Sherman St.

City, State, and Zip
Tolleson, AZ 85353

Type of Entity
Corporation

State of Incorporation
Arizona

Phone Number
623-907-2800

Casa Grande Business License Number (if Applicable)
07215741

Signature of Authorized Officer
Bryan Glazer

Print Name of Authorized Officer
Bryan Glazer

Title of Authorized Signatory
Managing Partner

Bidder hereby certifies to the City of Casa Grande, by signing and submitting this bid, which includes Notice of Bid, Information to Bidders, Technical Specifications, Bid Proposal Form, Issued Addenda, and Certification of Bid, that they have read, fully understand, and will comply with said invitation for bids and all associated bid documents.
AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA  )  ss
COUNTY OF Maricopa   )

__________________________
Bryan Glazer
(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is ________________________________
(TITLE)

of ________________________________
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he/she certifies as follows:

That neither he/she nor anyone associated with the said

_______________________________
(Cactus Asphalt, A Division of Cactus Transport, Inc.
(NAME OF BUSINESS))

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free competitive bidding in connection with the Project:

2020 PAVEMENT PRESERVATION PROGRAM

City of Casa Grande, Arizona

_______________________________
Bryan Glazer
(NAME)

Managing Partner
(TITLE)

Cactus Asphalt, A Division of Cactus Transport, Inc.
(NAME OF BUSINESS)

Subscribed and sworn to before me this 19th
cay of November, 2019

_______________________________
(LORI SUE SPRAGLIN
Notary Public - Arizona
Maricopa County
Commission # 548823
My Comm. Expires Jun 6, 2022
(NOTARY PUBLIC)

My Commission Expires:

2020 PAVEMENT PRESERVATION PROGRAM
SURETY (BID) BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Cactus Asphalt, a Division of Cactus Transport, Inc
as Principal, (hereinafter called the Principal), and the Merchants National Bonding, Inc.
duly organized under the laws of the State of Iowa, as Surety, (hereinafter called the Surety), are held and firmly bound unto the City of Casa Grande as Obligee, in the sum of Ten Percent (10%) of the total amount of the bid of Principal, submitted to the City of Casa Grande for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, said Principal is herewith submitting its proposal for the City of Casa Grande – 2020 PAVEMENT PRESERVATION PROGRAM.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and Certificates of Insurance as specified in the Contract Documents and Technical Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bond and Certificate of Insurance, if the Principal shall pay to the City of Casa Grande the sum of money set forth above as liquidated damages for failure of the Principal to enter into the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of November, A.D., 2019

Cactus Asphalt, a Division of Cactus Transport, Inc
Principal
Bryan Clark
Title Bryan Clark - Managing Partner

Merchants National Bonding, Inc.
Surety

Title Michael J. Mesenbrink, Attorney-in-Fact

Witness:

Lynn Thompson

Witness:
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filiberto J Islas; Heather J Perrin; Jeri Lynn Thompson; Margie Wager; Maria R Lucero; Michael J Mesenbrink; Thomas R Turner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of MERCHANTS BONDING COMPANY (MUTUAL) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MERCHANTS NATIONAL BONDING, INC., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of March, 2018.

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 8th day of March, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of November, 2019.

POA 0018 (3/17)
DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any license, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (https://www.azleg.gov/viewdocument?docName=http://www.azleg.gov/ars/32/01104.htm). Please read our Standard Terms of Use at roc.az.gov/terms/terms.

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR
CACTUS TRANSPORT INC
LICENSE NUMBER ROC 194430
MONDAY NOVEMBER 18, 2019 03:11:28 PM

CONTRACTOR
NAME / ADDRESS / PHONE
Cactus Transport Inc
Doing Business As: Cactus Asphalt A Division of Cactus Transport Inc
8211 W Sherman St
Tolleson, AZ 85353-3303
Phone: (623) 907-2800

STATUS / ACTION
Active

LICENSE
CLASS & DESCRIPTION
General Commercial A General Engineering

ENTITY TYPE
Corporation

ISSUED / RENEWAL
First Issued: 2004-03-25
Renewed Through: 2020-03-31
QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Bryan Dale Glazer
Position: Manager, Qualifying Party
Other Licenses:
140347 (contractor-search?id=a0Y1000000ACS8wEAH) (Cactus Transport Inc)
179814 (contractor-search?id=a0Y1000000ACTOLEAS5) (Cactus Transport Inc)

Name: James E. Gallegos
Position: Member
Other Licenses:
140347 (contractor-search?id=a0Y1000000ACS8wEAH) (Cactus Transport Inc)
179814 (contractor-search?id=a0Y1000000ACTOLEAS5) (Cactus Transport Inc)

Name: Jason W Hoffman
Position: Member
Other Licenses:
140347 (contractor-search?id=a0Y1000000ACS8wEAH) (Cactus Transport Inc)
179814 (contractor-search?id=a0Y1000000ACTOLEAS5) (Cactus Transport Inc)

Name: Jacob Wade Dominy
Position: FORMER Officer, Qualifying Party
Other Licenses:
294379 (contractor-search?id=a0Y1000000ACNTbEAP) (Cactus Civil LLC)
324569 (contractor-search?id=a0Y100000081PubEAM) (Adaella LLC)
Disassociation Date: 2015-05-05

Name: Jacqueline Ruth Dominy
Position: FORMER Officer, Qualifying Party
Disassociation Date: 2015-05-05

Name: Amy Ellen Dominy
Position: FORMER Officer
Disassociation Date: 2015-05-05

Name: Michelle Dominy Hover
Position: FORMER Officer
Disassociation Date: 2015-05-05

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

0
Open Cases

CLOSED CASES

https://roc.az.gov/contractor-search?id=a0Y1000000ACTecEAH
For more information on these complaints, please click here.

**BOND INFORMATION**

[How to collect from a license bond](https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)

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<thead>
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<th>Bond Type</th>
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<tbody>
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<td>AZ364179</td>
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<tr>
<td>Effective Date</td>
<td>2004-03-25</td>
</tr>
<tr>
<td>Bond Company</td>
<td>MERCHANTS BONDING CO</td>
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<td>(MUTUAL)</td>
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<tr>
<td>Amount</td>
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<tr>
<td>Available</td>
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<tr>
<td>Status</td>
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</tr>
</tbody>
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## Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 11/18/2019  
**Certificate Number:** 1264222834  
**Revision Number:**  

### Insured
- **Producer:** Crest Insurance Group, LLC  
  5285 East Williams Circle Suite 4500  
  Tucson AZ 85711

- **Insured:**  
  - Cactus Transport, Inc.  
  8211 W. Sherman Street  
  Tolleson AZ 85353

### Coverages

### Executive Liability
- **Type of Insurance:** Umbrella Liability  
  - **Policy Number:** TUU052884106  
  - **Effective Date:** 8/1/2019  
  - **Limits:** Each Occurrence - $15,000,000  
  - **Limitations:**  
    - **Deductible:** Yes

### Workers' Compensation and Employers' Liability
- **Type of Insurance:**  
  - **Policy Number:** AMW247302  
  - **Effective Date:** 1/1/2020  
  - **Limits:**  
    - **Liability - Each Accident:** $1,000,000  
    - **Liability - EA Employee:** $1,000,000  
    - **Liability - Policy Limit:** $1,000,000

### Builders Risk
- **Type of Insurance:**  
  - **Policy Number:** 6050340529  
  - **Effective Date:** 6/15/2019  
  - **Limits:** $3,000,000

### Descriptions of Operations / Locations / Vehicles (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and owner (if applicable) when required in a written contract are additional insured with respect to General Liability on a primary and non-contributory basis. Additional insured status and primary and non-contributory applies with respect to Auto Liability when required in a written contract. A Waiver of Subrogation applies with respect to Auto Liability, General Liability, and Workers' Compensation when required in a written contract. Umbrella follows form over General Liability, Auto Liability and Workers' Compensation. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions. Applicable Forms: CG7301, C37194, CG7274, CA7261 & CA7214.

### Certificate Holder
- **City of Casa Grande**  
  510 East Florence Boulevard  
  Casa Grande AZ 85122

### 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
- **Cody Ritchie**
ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU - PRIMARY

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization with whom you have entered into a written contract, a condition of which requires you to obtain this Waiver from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/01/2019  Policy No. AMWC247302  Endorsement No.

Insured Cactus Holdings LLC

Insurance Company American Mining Insurance Company

Premium $

Countersigned by ________________________________

ment to others of any aircraft that is an unmanned aircraft.

This exclusion does not apply to:

(1) The use of another's advertising idea in your advertisement; or

(2) Infringing upon another's copyright, trade dress or slogan in your advertisement.

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

(1) Designed;

(2) Manufactured; or

(3) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the products-completed operations hazard for bodily injury or property damage caused, in whole or in part, by your work performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. Bodily injury or property damage which occurs prior to the execution of the contract or agreement described in item 1; or

b. Bodily injury or property damage that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. Bodily injury or property damage arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
TRUCKERS' ENHANCEMENTS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIAGE COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any auto you do not own while used with permission of its owner as a temporary substitute for a covered auto you own that is out of service because of its breakdown, repair, servicing, loss or destruction is a covered auto for Physical Damage Coverage.

B. Who is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. This coverage does not apply to bodily injury or property damage that occurred before you acquired or formed the organization;

c. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employees as Insureds

Any employee of yours is an insured while using a covered auto you do not own, hire or borrow in your business or your personal affairs.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to $3,000.

2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to $300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to the policy:

If a covered loss to a covered auto renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered auto insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to $75 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the theft of a covered auto of the private passenger or light truck type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to $3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage of the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:

1. Accidental Airbag Discharge

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered auto which you own.

2. Loan/Lease Gap Coverage

a. Private Passenger or Light Truck Types
In the event of a total loss to a covered auto of the private passenger or light truck type, we will pay any unpaid amount due on the lease or loan, less:

(1) The amount paid under the Physical Damage Coverage Section of the policy; and

(2) Any:
   (a) Overdue lease/loan payments at the time of the loss;
   (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   (c) Security deposits not returned by the lessor;
   (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   (e) Carry-over balances from previous loans or leases.

b. Truckers, Other than Private Passenger and Light Truck Types

In the event of a total loss to a covered auto of the truck type, we will pay up to $5,000 for any unpaid amount due on the lease or loan, less:

(1) The amount paid under the Physical Damage Coverage Section of the policy; and

(2) Any:
   (a) Overdue lease/loan payments at the time of the loss;
   (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   (c) Security deposits not returned by the lessor;
   (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   (e) Carry-over balances from previous loans or leases.

3. Hired Auto Physical Damage Coverage

If hired autos are covered autos for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any auto you own are extended to autos of the private passenger or light truck type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or $50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned auto of the private passenger or light truck type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered auto you own of the private passenger or light truck type.

4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks

a. This coverage applies only to a covered auto of the private passenger or light truck type.

b. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of a covered loss to an auto to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. No deductibles apply to this coverage.

c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   (1) The number of days reasonably required to repair or replace the covered auto. If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered auto and return it to you.

   (2) 30 days.

d. Our payment is limited to the lesser of the following amounts:

   (1) Necessary and actual expenses incurred.

   (2) $75 per day to a maximum of $1,500.

e. This coverage does not apply while there are spare or reserve autos available to you for your operations.

f. If loss results from the total theft of a covered auto to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.

g. The Rental Reimbursement Coverage
described above does not apply to a covered auto that is described or designated as a covered auto on Rental Reimbursement Coverage Form CA-9923F.

5. Fire Extinguisher Recharge
We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered auto that are intentionally discharged in an attempt to extinguish a fire.

6. Broad Form Electronic Equipment Coverage
We will also pay, with respect to a covered loss, the actual cash value, repair cost, replacement cost or $5,000, whichever is less, for loss to electronic equipment owned by you and used in your business while inside or attached to a covered auto.

Deductible
A deductible applies to this coverage. Refer to paragraph D Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

Other Insurance
The Broad Form Electronic Equipment Coverage is excess over any other insurance coverage available for the same loss.

Exclusions
Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

7. Rental Reimbursement, Business Income and Extra Expense Coverage

Limits
The most we will pay for all loss for each covered auto involved in any one accident for Rental Reimbursement, Business Income and Extra Expense combined is $10,000.

Coverage
a. Rental Reimbursement Coverage
(1) We will pay for expenses incurred by you during the period of restoration for the rental of an auto made necessary because of a covered loss to a covered auto used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
(2) This Rental Reimbursement Coverage does not apply to a covered auto of the private passenger or light truck type because coverage for these vehicles is provided in item 4 of this endorsement.

b. Business Income and Extra Expense Coverage
(1) Business Income Coverage
(a) Actual Loss Sustained Coverage - We will pay the actual loss of business income sustained by you as the result of the necessary suspension of your business during the period of restoration due to a loss to a covered auto used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
(b) Specified Amount per Day Coverage - At your option, we will pay up to $250 per day for a maximum of seven days during the period of restoration for income loss. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage
We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no loss to a covered auto used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

Conditions
a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we make under any other coverages listed in extension 7.

b. No other deductible applies to these coverages.

c. We will not pay under these coverages if you do not repair or replace the covered auto.

d. You must resume all or part of your business as quickly as possible.

e. If you have other autos you can use to reduce the amount of loss payable under these coverages, you are required to use them.
f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your business income.

g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

8. Fuel in Vehicle Coverage

We will also pay, with respect to a covered loss, the actual loss sustained for the loss to the fuel used to operate your vehicle but only with respect to a covered auto. You must provide documentation supporting your claim for damages.

Deductible

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

9. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered loss, the actual cash value, repair cost or replacement cost, whichever is less, for loss to your miscellaneous equipment but only with respect to a covered auto.

Deductible

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

Exclusions

Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

10. Miscellaneous Equipment Used With Trailers Used By You Coverage

We will pay for loss to your miscellaneous equipment used in the handling of property being transported on trailers that are not a covered auto on this policy up to the actual cash value, repair cost, replacement cost or $1,000, whichever is less. The loss is subject to a $250 deductible.

We will not pay for loss caused by wear and tear.

In addition, Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

11. Personal Property Coverage

We will also pay, with respect to a covered loss, the actual cash value, repair cost, replacement cost or $2,500, whichever is less, for loss to personal property, including business personal property, owned by you or a driver while inside a covered auto.

We will not pay for loss to:

a. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt;

b. Bullion, precious stones, jewelry or similar valuables, paintings, art objects, manuscripts or mechanical drawings;

c. Contraband or property in the course of illegal transportation or trade;

d. Furs, animals, birds or fish;

e. Electronic equipment owned by you and used in your business;

f. Firearms; and

g. An auto, its equipment or fluids, including fuel.

Other exclusions also apply to this coverage. Refer to paragraph N Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions for more information.

The Personal Property Coverage is excess over any other insurance coverage available for the same loss.

Deductible

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages and Electronic Logging Devices or Electronic On-Board Recorders for further information.

12. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered loss, up to $3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the auto but only with respect to a covered auto.

(continued next page)
Deductible
A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

I. Deductible Provision
Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

2. Combined Truck, Tractor/Trailer, Cargo Deductible
   a. If you have a loss to more than one covered auto when such covered autos are attached to one another at the time of loss, then our obligation to pay will be reduced by the single highest applicable deductible.
   b. If you have a covered loss to Covered Property under a Transportation or Motor Truck Cargo Coverage Form under this policy and a covered loss to a covered auto or more than one covered autos that are attached to one another at the time of loss, then our obligation to pay will be reduced by the single highest applicable deductible.

3. The deductibles will not apply to loss caused by a collision of a covered auto with any other auto insured by us.

4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

J. Knowledge of Claim or Suit
The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an accident, claim, suit or loss by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of accidents, claims, suits or loss shall have received such notice from the agent or employee.

K. Waiver of Subrogation for Written Contracts
The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for bodily injury or property damage arising out of your use of a covered auto which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the accident causing bodily injury or property damage.

L. Worldwide Coverage Territory for Hired Autos
The following is added to paragraph B7 of Section IV - Business Auto Conditions of the Business Auto Coverage Form and to Section V - Motor Carrier Conditions of the Motor Carrier Coverage Form:

With respect to autos hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage
The Definition of bodily injury is amended to include mental anguish.

N. Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions
We will not pay for loss:

1. Caused by theft, unless there are visible signs or marks of forcible entry into the covered auto and the theft is reported to law enforcement authorities;

2. Caused by mysterious disappearance; or

3. Under Personal Property and Broad Form Electronics Coverage to:
   a. Radar detection devices; or
   b. Actual data and instructions converted to a form for use with electronic equipment, however maintained.

O. Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders
1. If loss to property covered by these extensions is the result of a loss to the covered
auto under this Coverage Form's Comprehensive or Collision Coverage, then for each covered auto our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss to property covered by an extension caused by fire or lightning.

2. If loss to property covered by these extensions is the result of a loss to the covered auto under this Coverage Form's Specified Causes of Loss Coverage, then for each covered auto our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

P. Coverage Extensions Definitions

1. "Business income" means the:
   a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
   b. Continuing normal operating expenses incurred, including payroll.

2. "Electronic equipment" includes any computer system, computer media, fax machine, satellite system, video monitoring system, cellular telephone, two-way radio or telephone, scanning monitor receiver, collision prevention system or GPS system. Electronic equipment includes any antennas, tapes, records, discs used with the electronic equipment and other accessories used to operate the equipment.

Because the following electronic equipment is insured elsewhere in this Coverage Form, electronic equipment does not mean:
   a. Electronic equipment permanently installed in the location provided for such equipment by the original manufacturer of the auto; and
   b. Equipment designed to be operated solely by use of the power from the auto's electrical system that, at the time of loss, is:

   (1) Permanently installed in or upon the covered auto; or
   (2) Removable from a housing unit which is permanently installed in or upon the covered auto.

c. An integral part of the same unit housing any electronic equipment described in paragraphs b(1) and b(2) above; or

d. Necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system.

3. "Extra expense" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

4. "Light truck" means a truck with a gross vehicle weight of 10,000 pounds or less.

5. "Miscellaneous equipment" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

6. "Period of restoration" means the period of time that:
   a. Begins:
      (1) Twenty-four hours after the time of loss for Rental Reimbursement Coverage or Business Income Coverage; or
      (2) Immediately after the time of loss for Extra Expense Coverage; and
   b. Ends at the earliest of:
      (1) The time required to resume your normal business operations; or
      (2) The time that is reasonably necessary to repair or replace the covered auto.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the period of restoration.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:
   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy; and
   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Bodily injury, property damage or personal and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (2) Supervisory, inspection, architectural or engineering activities.

b. Bodily injury or property damage occurring after:
   (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The insurance provided by this endorsement is primary and noncontributory.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:
   a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
   b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the products-completed operations hazard for bodily injury or property damage caused, in whole or in part, by your work performed for that additional insured at the location designated and described in the contract or agreement.

2. This insurance does not apply to:
   a. Bodily injury or property damage which occurs prior to the execution of the contract or agreement described in item 1; or
   b. Bodily injury or property damage that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
   c. Bodily injury or property damage arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
      (1) The preparing, approving or failing to prepare or approve maps, shops drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      (2) Supervisory, inspection, architectural or engineering activities.

3. The insurance provided by this endorsement is primary and noncontributory.
ACUITY ENHANCEMENTS - GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Extended Non-Owned Watercraft

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

B. Increased Bail Bond Amount

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to $1,000.

C. Increased Reasonable Expenses Incurred by the Insured

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to $350.

D. Newly Acquired Organizations

Item 3a of Section II - Who Is An Insured is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

E. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to property damage (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of property damage to any one premises is $10,000. A $250 deductible applies.

F. Knowledge of Claim or Suit

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an occurrence, claim or suit by your agent, servant or employee shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or employee.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage.

I. Liberalization

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

J. Broadened Bodily Injury

The Definition of Bodily Injury is amended to include mental anguish.

K. Electronic Data Liability

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, in-
ability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

2. The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, $10,000 is the most we will pay under Coverage A for property damage because of all loss of electronic data arising out of any one occurrence.

3. The following definition is added to Section V - Definitions:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. For the purposes of this coverage, the definition of "property damage" in Section V - Definitions is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this coverage, electronic data is not tangible property.

L. Employee Benefits Liability Coverage

1. The following is added to Section I - Coverages:

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage applies. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or suit that may result. But:

(1) The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This coverage applies to damages only if:

(1) The act, error or omission, is negligently committed in the administration of your employee benefit program;

(2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and

(3) A claim for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

c. A claim seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with paragraph a above.

A claim received and recorded by the
insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All claims for damages made by an employee because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such employee’s dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

Exclusions
This coverage does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act
Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury
Bodily injury, property damage or personal and advertising injury.

c. Failure To Perform A Contract
Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds
Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the employee benefit program.

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation
Any claim based upon:
(1) Failure of any investment to perform;
(2) Errors in providing information on past performance of investment vehicles; or
(3) Advice given to any person with respect to that person’s decision to participate or not to participate in any plan included in the employee benefit program.

f. Workers' Compensation And Similar Laws
Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA
Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits
Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties
Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices
Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

2. For the purposes of the coverage provided:

a. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

b. Paragraphs 1b and 2 of the Supplementary Payments provision do not apply.

3. For the purposes of the coverage provided, paragraphs 2 and 3 of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

a. Each of your employees who is or was authorized to administer your employee benefit program.

b. Any persons, organizations or employees having proper temporary authorization to administer your employee benefit program if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this coverage.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that
organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

4. For the purposes of the coverage provided, Section III - Limits Of Insurance is replaced by the following:

**Limits Of Insurance**

a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:

   (1) Insureds;
   (2) Claims made or suits brought;
   (3) Persons or organizations making claims or bringing suits;
   (4) Acts, errors or omissions; or
   (5) Benefits included in your employee benefit program.

b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the administration of your employee benefit program.

c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including damages sustained by such employee’s dependents and beneficiaries, as a result of:

   (1) An act, error or omission; or
   (2) A series of related acts, errors or omissions negligently committed in the administration of your employee benefit program.

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the employee benefit program.

d. Limits of Insurance

   Each Employee Limit: $250,000
   Aggregate Limit: $250,000

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this coverage is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**Deductible**

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount stated in e below applies to all damages sustained by any one employee, including such employee’s dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.

c. The terms of this coverage, including those with respect to:

   (1) Our right and duty to defend any suits seeking those damages; and
   (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

e. Deductible

   Each Employee Deductible: $1,000

5. For the purposes of the coverage provided, Conditions 2 and 4 of Section IV - Conditions are replaced by the following:

2. **Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

   (1) What the act, error or omission was and when it occurred; and
   (2) The names and addresses of anyone who may suffer damages as a result of the act,
b. If a claim is made or suit is brought against any insured, you must:
   (1) Immediately record the specifics of the claim or suit and the date received; and
   (2) Notify us as soon as practicable.

c. You and any other involved insured must:
   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
   (2) Authorize us to obtain records and other information;
   (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this coverage may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

e. The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

4. Other Insurance
   If other valid and collectible insurance is available to the insured for a loss we cover under this coverage, our obligations are limited as follows:
   a. Primary Insurance
       This coverage is primary except when paragraph b below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c below.
   b. Excess insurance
       (1) This coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.

       (2) When this coverage is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

       (3) When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this coverage; and the total of all deductible and self-insured amounts under all that other insurance.

       (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in paragraph 5d of this coverage.

c. Method Of Sharing
   If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

   If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits of Insurance to the total applicable Limits of Insurance of all insurers.

6. For the purposes of the coverage provided, the following Extended Reporting Period
provisions are added, or, if this coverage is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part.

EXTENDED REPORTING PERIOD

a. You will have the right to purchase an Extended Reporting Period, as described below, if:
   (1) This coverage is canceled or not renewed; or
   (2) We renew or replace this coverage with insurance that:
      (a) Has an inception date later than the original inception date of this coverage; or
      (b) Does not apply to an act, error or omission on a claims-made basis.

b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.

c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
   (1) The employee benefit programs insured;
   (2) Previous types and amounts of insurance;
   (3) Limits of insurance available under this coverage for future payment of damages; and
   (4) Other related factors.

The additional premium will not exceed $100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in paragraph 5d of this coverage under Limits of Insurance.

Paragraph 5b of this coverage will be amended accordingly. The Each Employee Limit shown in paragraph 5d will then continue to apply as set forth in paragraph 5c.

7. For the purposes of the coverage provided, the following definitions are added to the Definitions Section:

a. "Administration" means:
   (1) Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of employee benefit programs;
   (2) Handling records in connection with the employee benefit program; or
   (3) Effecting, continuing or terminating any employee's participation in any benefit included in the employee benefit program.

However, administration does not include handling payroll deductions.

b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

c. "Claim" means any demand, or suit, made by an employee or an employee's dependents and beneficiaries, for damages as the result of an act, error or omission.

d. "Employee benefit program" means a program providing some or all of the following benefits to employees, whether provided through a cafeteria plan or otherwise:
   (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an employee
may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;

(2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;

(3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

(4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

(5) Any other similar benefits added thereto by endorsement.

8. For the purposes of the coverage provided, the following Definitions in the Definitions Section are replaced by the following:

a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. Employee includes a leased worker. Employee does not include a temporary worker.

b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. Suit includes:

(1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

(2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

M. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as follows:

a. Exclusion 2(4) is replaced by the following:

(4) Personal property of others:

(a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.

(b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.

b. Exclusion 2(5) is deleted.

2. The insurance provided by this coverage is subject to the following provisions:

a. We will pay for property damage at your request even if you are not legally liable, if it is otherwise subject to this coverage.

b. Property damage does not include loss of use if personal property of others is not physically injured.

c. Limits

The most we will pay for an occurrence under this coverage is $2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of $2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

d. Settlement

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

e. Deductible

Our obligation to pay for a covered loss applies only to the amount of loss in excess of $200.

f. Other Insurance

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

N. Increased Limits of insurance

1. The General Aggregate Limit is increased to three times the Each Occurrence Limit.

2. The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.
3. The Damage To Premises Rented To You Limit is increased to $250,000.

4. The Medical Expense Limit is increased to $10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.
ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980 (MCS-90)

Issued to CACTUS TRANSPORT INC DBA CACTUS ASPHALT 8211 W SHERMAN ST TOLLESON AZ 85353

Dated at SHEBOYGAN, WISCONSIN on OCTOBER 27, 2017
Amending Policy No. Z78218 Effective Date AUGUST 1, 2017
Name of Insurance Company ACUITY, A MUTUAL INSURANCE COMPANY

Countersigned by

President

This insurance is primary and the company shall not be liable for amounts in excess of $1,000,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 920-458-9131.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.
The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured’s employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company’s liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

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THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

<table>
<thead>
<tr>
<th>Type of Carriage</th>
<th>Commodity Transported</th>
<th>Minimum Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Property (nonhazardous)</td>
<td>$ 750,000</td>
</tr>
<tr>
<td>(2) For-hire and Private (In interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials. Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.</td>
<td>5,000,000</td>
</tr>
<tr>
<td>(3) For-hire and Private (In interstate or foreign commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.</td>
<td>1,000,000</td>
</tr>
<tr>
<td>(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).</td>
<td>Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.</td>
<td>5,000,000</td>
</tr>
</tbody>
</table>
MOTOR CARRIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For any operations you engage in as a motor carrier, the policy is changed as follows:

1. Who Is An Insured under Covered Autos Liability Coverage is replaced by the following:

   1. Who Is An Insured

       The following are insureds:

       a. You for any covered auto.

       b. Anyone else while using with your permission a covered auto you own, hire or borrow except:

          (1) The owner, or any employee, agent or driver of the owner, or anyone else from whom you hire or borrow a covered auto.

          (2) Your employee or agent if the covered auto is owned by that employee or agent or a member of his or her household.

          (3) Someone using a covered auto while they are working in a business of selling, servicing, repairing or parking autos unless that business is yours.

          (4) Anyone other than your employees, partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered auto or any of their employees, while moving property to or from a covered auto.

          (5) A partner (if you are a partnership) or member (if you are a limited liability company) for a covered auto owned by him or her or a member of his or her household.

       c. The owner or anyone else from whom you hire or borrow a covered auto that is a trailer while the trailer is connected to another covered auto that is a power unit, or, if not connected, is being used exclusively in your business.

       d. The lessor of a covered auto that is not a trailer or any employee, agent or driver of the lessor while the auto is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased auto is used in your business.

       e. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

However, none of the following is an insured:

   a. Any motor carrier for hire or his or her agents or employees, other than you and your employees:

      (1) If the motor carrier is subject to motor carrier insurance requirements and meets them by a means other than auto liability insurance.

      (2) If the motor carrier is not insured for hired auto under an auto liability insurance form that insures on a primary basis the owners of the auto and their agents and employees while the autos are leased to that motor carrier and used in his or her business.

However, paragraph a above does not apply if you have leased an auto to the for-hire motor carrier under a written lease agreement in which you have held that motor carrier harmless.

   b. Any rail, water or air carrier or its employees or agents, other than you and your employees, for a trailer if bodily injury or property damage occurs while the trailer is detached from a covered auto you are using and:

      (1) Is being transported by the carrier; or

      (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Physical Damage Coverage is changed by adding the following exclusion:

   We will not pay for loss to:

   Any covered auto while in anyone else’s possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.

3. The Other Insurance Condition is replaced by the following:

5. Other Insurance - Primary And Excess Insurance Provisions

   a. While any covered auto is hired or borrowed from you by another motor carrier, this Coverage Form’s Covered Autos Liability Coverage is:

      (1) Primary if a written agreement
between you as the lessor and the other motor carrier as the lessee requires you to hold the lessee harmless.

(2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other motor carrier as the lessee does not require you to hold the lessee harmless.

b. While any covered auto is hired or borrowed by you from another motor carrier, this Coverage Form's Liability Coverage is:

(1) Primary if a written agreement between the other motor carrier as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered auto is used exclusively in your business as a motor carrier for hire.

(2) Excess over any other collectible insurance if a written agreement between the other motor carrier as the lessor and you as the lessee requires the lessor to hold you harmless.

c. While a covered auto which is a trailer is connected to a power unit, this Coverage Form's Liability Coverage is:

(1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered auto.

(2) Excess if the power unit is not a covered auto.

d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered auto.

e. Except as provided in paragraphs a, b, c and d above, this Coverage Form provides primary insurance for any covered auto you own and excess insurance for any covered auto you don't own.

f. For Hired Auto Physical Damage Coverage, any covered auto you lease, hire, rent or borrow is deemed to be a covered auto you own. However, any auto that is leased, hired, rented or borrowed with a driver is not a covered auto.

g. Regardless of the provisions of paragraphs a, b, c, d and e above, this Coverage Form's Liability Coverage is primary for any liability assumed under an insured contract.

h. When this Coverage Form and any other Coverage Form or policy cover on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

4. Additional Definitions

As used in this endorsement:

a. "Motor carrier" means a person or organization providing transportation by auto in the furtherance of a commercial enterprise.

b. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, trailer also includes a container.

SCHEDULE

PHYSICAL DAMAGE COVERAGE

The Physical Damage Coverage exclusion in paragraph 2 of this endorsement is removed for each of the following coverages:

Coverages
# City of Glendale Pavement Maintenance

**Description:**
The City of Glendale has worked with Cactus over the past 2 years utilizing cooperative purchase language off a Cactus JOC to develop and run their city-wide pavement maintenance program that utilizes asphalt pavement overlays, patching, crack seal, seal coating, chip sealing and a specialty asphalt pavement developed as a thin lift overlay.

<table>
<thead>
<tr>
<th>Role: JOC Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chip Seal</td>
</tr>
<tr>
<td>% Self Performed</td>
</tr>
<tr>
<td>Design Services Provided:</td>
</tr>
<tr>
<td>Original Contract Value</td>
</tr>
<tr>
<td>Current Construction Cost</td>
</tr>
<tr>
<td>Project Owner:</td>
</tr>
<tr>
<td>Project Reference #1 - Javier Gurrela (623-930-2482)</td>
</tr>
</tbody>
</table>

# City of Phoenix FAST

**Description:**
Cactus was one of two contractors to provide pavement maintenance and restoration services for the City of Phoenix under their FAST (Fractured Aggregate Surface Treatment) program. Phoenix also utilized this contract with Cactus to perform concrete ramp upgrades, and place a Value Engineered proposed Stress Absorbing Membrane Interlayer and Overlay on Durango Avenue.

<table>
<thead>
<tr>
<th>Role: JOC Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chip Seal</td>
</tr>
<tr>
<td>Slurry Seal</td>
</tr>
<tr>
<td>% Self Performed</td>
</tr>
<tr>
<td>Design Services Provided:</td>
</tr>
<tr>
<td>Original Contract Value</td>
</tr>
<tr>
<td>Current Construction Cost</td>
</tr>
<tr>
<td>Contract Dates</td>
</tr>
<tr>
<td>Project Owner:</td>
</tr>
<tr>
<td>Project Reference #1 - Rick Evans (602-262-4081)</td>
</tr>
</tbody>
</table>

# City of Sedona Job Order Contract - Street Maintenance

**Description:**
The City of Sedona chose Cactus as their street maintenance contractor for the construction of overlays, concrete work, and other associated work. Cactus was able to provide a VE proposal utilizing a Polymer Modified Asphalt rubber seal for treatment of residential and collector roads to speed up their pavement maintenance schedule by 2 to 3 years.

<table>
<thead>
<tr>
<th>Role: JOC Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chip Seal</td>
</tr>
<tr>
<td>% Self Performed</td>
</tr>
<tr>
<td>Design Services Provided:</td>
</tr>
<tr>
<td>Original Contract Value</td>
</tr>
<tr>
<td>Current Construction Cost</td>
</tr>
<tr>
<td>Contract Dates</td>
</tr>
<tr>
<td>Project Owner:</td>
</tr>
<tr>
<td>Project Reference #1 - Stephen Craver (928-202-2032)</td>
</tr>
</tbody>
</table>

# Pinal County Pavement Preservation JOC

**Description:**
Cactus was awarded this multi year pavement preservation JOC with Pinal County, scope of work includes crack sealing, chip sealing, and overlays.

<table>
<thead>
<tr>
<th>Role: JOC Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Seal</td>
</tr>
<tr>
<td>% Self Performed</td>
</tr>
<tr>
<td>Design Services Provided:</td>
</tr>
<tr>
<td>Original Contract Value</td>
</tr>
<tr>
<td>Final Construction Cost</td>
</tr>
<tr>
<td>Contract Dates</td>
</tr>
<tr>
<td>Project Owner:</td>
</tr>
<tr>
<td>Project Reference #1 - Joe Ramirez (520-866-6680)</td>
</tr>
</tbody>
</table>
ADDENDUM TO: Pavement Preservation Program

Addendum Number: One (1)

Date Issued: November 13, 2019

Bid Opening Date: November 19, 2019 at 1:30 P.M. Local AZ Time

Questions with Answers and Discussions:

Question 1: It states you have to bid each item within a category. Is it possible to move the field blend chip seal binder to its own category? This would allow more contractors to bid on the terminal blend binders.

Answer 1: No, the field blend chip seal binder will remain in the “Chip Seal” category. As stated on page 27, the bidder must bid all line items contained in any categories that are bid.

Question 2: Is it possible to make the traffic control an allowance item? Or, provide maps/street list in order for us to assess how much traffic control will be needed for each category?

Answer 2: The City believes this is the best and fairest way to pay for traffic control for each bid category and enables the City to fairly compare Bid Totals for each Category including traffic control and pavement markings to select the low bidders for Contract award.

Question 3: The PMM application rate spec you are showing of .20-.25 is lower than the Sealmaster Arizona PMM application rate spec of .28-.36. I have attached a copy of this for your review.

Answer 3: Replace the following paragraph on page 101 with the following to now read:

Application Rate of Mixed Materials: Apply properly mixed PMM (PMM, water, additive, and sand) and at a rate of one gallon covering 50 to 65 square feet per gallon per coat or 0.14 to 0.18 gallons per square yard per coat. Application rates may vary due to pavement porosity and method of application.

Question 4: For the 64-16TR & 70-16TR portion, can you provide a physical properties table?

Answer 4: Asphalt Suppliers should provide the physical properties tables.
Question 5: For the PMAR and RAB, can you identify the base grade AC?

Answer 5: The type and grade of liquid PG asphalt cement utilized to manufacture the Polymer Modified Asphalt Rubber binder and Rubberized Asphalt Binder will be PG 64-16.

Question 6: Is the project following the ADOT Index monthly for the bituminous products?

Answer 6: Yes, as stated on page 83 paragraph 10.

Question 7: Page 100 states that the “Fog seal application after new chip seal work has been completed shall be considered incidental to the chip seal bid items” PMM is listed under fog seal, are we to assume that it is the city’s intent to fog seal some chip sealed roads with PMM or to just use CSS-1H or SS-1h (dilute)?

Answer 7: It is not the city’s intent to fog seal chip sealed roads with PMM, Fog Seal for chip sealed roads will follow Section 333 of the MAG specifications.

Question 8: The only question that came up from a supplier to us was the need for a physical properties table for the PG64-16TR Asphalt. Also if we choose, can we not bid Micro/Slurry Section?

Answer 8: Asphalt Suppliers should provide the physical properties tables, The Bidder is allowed to bid on any individual category, or any or all combination of bid categories, contained in the Bid Schedule. The Bidder must bid all line items contained in any categories that are bid.

Question 9: Is the “PMCQS-1h(RTE) – Polymerized” specified in the bid supposed to be a solid polymer formulation or is latex polymer acceptable? MAG allows both. If you want solid only, then I think you should clarify to all bidders.

Answer 8: Note that for this project, ONLY solid polymer for PMCQS-1h shall be allowed for use in the project – latex type polymer shall not be accepted.
BID PROPOSAL FORM

2020 PAVEMENT PRESERVATION PROGRAM

Place City of Casa Grande

Date November 19, 2019

City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with the City’s invitation for bids and all conditions of the Contract Documents and Technical Specifications, the undersigned Scott Phillips, a corporation organized under the laws of the State of Arizona; or a partnership consisting of Scott Phillips, President and Michael Hirschfeld, Secretary & Treasurer *,
or an individual trading as Phoenix;

having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all equipment, supplies, materials, labor, and everything necessary for completion of the work described in the “NOTICE OF BID” for the City of Casa Grande, and to construct the same and install the equipment and materials therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through and under the direction and supervision of its Engineer, or their properly authorized agents, and strictly pursuant to and in conformity with the Contract Documents and Technical Specifications prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the prices stipulated for the work described on the bid schedule contained on the following pages:

*Insert names of president, secretary and treasurer of corporation
## BID SCHEDULE

Bidder’s Name: **Ace Asphalt of Arizona, Inc.**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Bid Units</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASPHALT CHIP SEAL CATEGORY</strong> - No Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Liquid Asphalt PG64-16TR (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100 TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2</td>
<td>Polymer Modified Asphalt Rubber (for Asphalt Chip Seal w/ HVT Chips)</td>
<td>100 TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Rubberized Asphalt Binder, Field Blend (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100 TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Emulsified Asphalt CRS-2p (for Asphalt Chip Seal)</td>
<td>100 TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Cover Chips – LVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Cover Chips – LVT (Pre-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
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<tr>
<td>7</td>
<td>Cover Chips – HVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Cover Chips – HVT (Pre-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
<td>25,000 LF - 4&quot;W</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25 EA</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000 EA</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000 %</td>
<td>% N/A</td>
<td>$(Bid % x $200,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000 %</td>
<td>% N/A</td>
<td>$(Bid % x $200,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Item Description</td>
<td>Estimated Quantity*</td>
<td>Bid Units</td>
<td>BID Unit Price</td>
<td>Total Extended BID Price</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>----------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>15</td>
<td>Emulsified Asphalt PMQS-1h (RTE) – Polymerized (for Microsurfacing)</td>
<td>100</td>
<td>TON</td>
<td>$1,239.00</td>
<td>$123,900.00</td>
</tr>
<tr>
<td>16</td>
<td>Aggregate Microsurfacing (Type III) (Mineral Filler and Aggregate)</td>
<td>1,000</td>
<td>TON</td>
<td>$39.62</td>
<td>$39,620.00</td>
</tr>
<tr>
<td>17</td>
<td>Emulsified Asphalt LMCQS-1h (for Slurry Seal Coat)</td>
<td>100</td>
<td>TON</td>
<td>$1,166.50</td>
<td>$116,650.00</td>
</tr>
<tr>
<td>18</td>
<td>Emulsified Asphalt PMQS-1h (for Slurry Seal Coat)</td>
<td>100</td>
<td>TON</td>
<td>$1,201.75</td>
<td>$120,175.00</td>
</tr>
<tr>
<td>19</td>
<td>Aggregate Type II (for Slurry Seal Coat)</td>
<td>1,000</td>
<td>TON</td>
<td>$39.62</td>
<td>$39,620.00</td>
</tr>
<tr>
<td>20</td>
<td>Aggregate Type III (for Slurry Seal Coat)</td>
<td>1,000</td>
<td>TON</td>
<td>$38.99</td>
<td>$38,990.00</td>
</tr>
<tr>
<td>21</td>
<td>Pavement Striping (4” painted line width equivalent)</td>
<td>25,000</td>
<td>LF - 4”W</td>
<td>$0.16</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>22</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$56.75</td>
<td>$1,418.75</td>
</tr>
<tr>
<td>23</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$3.65</td>
<td>$3,650.00</td>
</tr>
</tbody>
</table>

24 Traffic Control – Residential & Collector Streets **
(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)

25 Traffic Control – Arterial Streets **
(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)
<table>
<thead>
<tr>
<th>26</th>
<th>Uniformed Off-Duty Police Officers (allowance for each task order)</th>
<th>Allowance</th>
<th>LS</th>
<th>$</th>
<th>N/A</th>
<th>$</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL BID AMOUNT FOR MICROSURFACING &amp; SLURRY SEAL CATEGORY</td>
<td></td>
<td></td>
<td>$ 520,023.75</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Item No.</td>
<td>Item Description</td>
<td>Estimated Quantity*</td>
<td>Bid Unit(s)</td>
<td>BID Unit Price</td>
<td>Total Extended BID Price</td>
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<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
<td>---------------------</td>
<td>------------</td>
<td>----------------</td>
<td>--------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Polymer Modified MasterSeal (PMM) – (Mineral Filled Asphalt Emulsion for Pavement Sealing)</td>
<td>100</td>
<td>TON</td>
<td>$ 615.60</td>
<td>$ 61,560.00</td>
<td></td>
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</tr>
<tr>
<td>28</td>
<td>Emulsified Asphalt PASS-QB (for Fog Seal Coats)</td>
<td>100</td>
<td>TON</td>
<td>$ 653.45</td>
<td>$ 65,345.00</td>
<td></td>
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<tr>
<td>29</td>
<td>Emulsified Asphalt SS-1h (for Fog Seal Coats)</td>
<td>100</td>
<td>TON</td>
<td>$ 480.75</td>
<td>$ 48,075.00</td>
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<td></td>
</tr>
<tr>
<td>30</td>
<td>Pavement Striping (4” painted line width equivalent)</td>
<td>25,000</td>
<td>LF - 4”W</td>
<td>$ 0.15</td>
<td>$ 3,750.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$ 56.75</td>
<td>$ 1,418.75</td>
<td></td>
<td></td>
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<tr>
<td>32</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$ 3.65</td>
<td>$ 3,650.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>% 9.00</td>
<td>(Bid % x $200,000)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>34</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>% 12.00</td>
<td>(Bid % x $200,000)</td>
<td></td>
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<tr>
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<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>$ N/A</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR FOG SEAL COAT CATEGORY**
(Sum of Bid Items 27 thru 35 inclusive) $ 225,798.75
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Unit</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Crack Sealing</td>
<td>30,000</td>
<td>LBS</td>
<td>$ 1.56</td>
<td>$ 46,800.00</td>
</tr>
<tr>
<td>37</td>
<td>Crack Sealing</td>
<td>30,000</td>
<td>LBS</td>
<td>$ 1.56</td>
<td>$ 46,800.00</td>
</tr>
<tr>
<td>38</td>
<td>Pavement Striping</td>
<td>25,000</td>
<td>LF - 4&quot;W</td>
<td>$ 0.15</td>
<td>$ 3,750.00</td>
</tr>
<tr>
<td>39</td>
<td>Pavement Symbols</td>
<td>25</td>
<td>EA</td>
<td>$ 54.45</td>
<td>$ 1,361.25</td>
</tr>
<tr>
<td>40</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$ 3.65</td>
<td>$ 3,650.00</td>
</tr>
<tr>
<td>41</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>% 15.00</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td></td>
<td></td>
<td>(Show % to 2 decimal places)</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td>42</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>% 25.00</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td></td>
<td></td>
<td>(Show % to 2 decimal places)</td>
<td>(Bid % x $200,000)</td>
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<tr>
<td>43</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>$ N/A</td>
<td>$ N/A</td>
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</table>

**TOTAL BID AMOUNT FOR CRACK SEALING CATEGORY**
(Sum of Bid Items 36 thru 43 inclusive) $ 182,361.25

Bidder’s Name: Ace Asphalt of Arizona, Inc.

The Bidder is allowed to bid on any individual category, or any or all combination of bid categories, contained in the Bid Schedule.

The Bidder must bid all line items contained in any categories that are bid.
TRAFFIC CONTROL **

** Traffic control has been added to each of the four bid categories as shown in the bid schedule included herein. The bid percentage for traffic work will control for contract payment purposes. For example, if a Contractor bids 5.00% in the bid unit price box, and the actual price for the constructed work ends up being $200,000; then the payment to the contractor for traffic control will be $10,000 (5.00% of $200,000).

In order for comparable comparison of bids for each category, the Bidder is required to multiply the percentage bid in the Bid Unit Price box times the assumed contract amount (Estimated Quantity) of $200,000 for each Traffic Control Item and insert the product in the Total Extended Bid Price box. For example, if the Bidder bids traffic control for one of the traffic control line items at 4.50%; then the Bidder shall take 4.50% times the provided quantity amount of $200,000 and enter the resulting product of $9,000.00 in the box for the Total Extended Bid Price.

The City believes this is the best and fairest way to pay for traffic control for each bid category and enables the City to fairly compare Bid Totals for each Category, including traffic control, to select the low bidders for Contract award.

QUANTITIES *

* Please note that the estimated quantities are approximate only and will vary from these totals. The quantities listed in the bid schedule for this pavement preservation program are used only for the purposes of comparing category bid price totals to determine the lowest cost bidder(s) for each category of the work for contract award purposes.

For this 2020 PAVEMENT PRESERVATION PROGRAM, the quantities listed in the bid schedule are approximations only of the possible amount and/or value of the total work that may be assigned to the Contractor(s) during the one year contract period. The Contractor(s) should expect the quantities to vary considerable for any given line item, both during the one year contract period and from year to year if the two annual contract extensions are individually awarded. There is no guarantee or commitment on the amount of work, if any, that may be assigned to the Contractor in any given year.

BASIS FOR BID

The Bidder is required to bid at least one category and can bid any or all of the categories. The bidder must bid each and every line item within the individual Category being bid as contained in the bid schedule. The bidder shall record the total bid price for each and every category being bid.
The total bid price for each category is used only to compare bids received for the purpose of selecting one or more Contractors (likely 2 Contractors will be selected; 4 at the most) for the 2020 PAVEMENT PRESERVATION PROGRAM contract. The contract for this PAVEMENT PRESERVATION PROGRAM shall be for a one (1) year term contract, with an option to renew for a maximum of two (2) additional years, for providing pavement surface preservation, treatment, sealing, maintenance, and other items of work including all equipment, labor, supervision, materials, supplies, and maintenance services to the City of Casa Grande, on an on-call, as-needed and where-needed basis through individual task/purchase orders and assignments.

The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.

OPTION TO RENEW

The City of Casa Grande may elect to exercise an option to renew the contract for up to two (2) additional one (1) year periods at the conditions stated herein. The first additional one-year period shall begin one year after the original Notice to Proceed and shall be in effect for one year, and the second additional one-year period shall begin two years after the original Notice to Proceed and shall be in effect for one year.

Should the City of Casa Grande decide to exercise their option to renew the contract for the 1st renewal year and for the 2nd renewal year, the bid unit prices shall remain the same as shown on the bid schedule, or upon request by the Contractor and agreement by the City, the bid unit prices may be negotiated and agreed upon prior to the renewal and extension of the contract for each additional year. The City will consider the requested adjustments in their decision to renew the contract each program year.

The City will use as a basis for negotiation of the new contract unit pricing for the asphalt/bituminous material items ADOT’s ‘Price Adjustment for Bituminous Material’ (see the Technical Specifications section, Paragraph 10, A. General Requirements, that references potential annual adjustment of the pricing for asphalt/bituminous material based on ADOT’s ‘Price Adjustment for Bituminous Material’).

Negotiated contract unit prices for the other bid items, except for the bituminous material bid items, traffic control items, and Uniformed Off-Duty Police Officers allowance, shall be based on market adjustment factors as agreed to by the City.

In compliance with the above, the undersigned offers and agrees to furnish any and all of the items or services enumerated, and upon which prices are quoted at the unit price set opposite each item, delivered within the timeframe specified.
AVAILABILITY OF FUNDs

The bidder acknowledges and agrees that each contract year is subject to the availability of funds as approved by the City Council. In the event that funding is not appropriated, the Contract will expire at no additional cost to either party. In addition, the City reserves the right to decline its Option to Renew the Contract for the first or second additional one (1) year periods for each fiscal year covered by this bid.

ALL INCLUSIVE UNIT PRICES

Unit price bids shall cover all items needed to complete the describe work including but not limited to labor, supervision, tools, equipment, supplies, hardware, and materials for each bid schedule line item of work for the construction of chip seals, microsurfacing, slurry seal coats, fog seals, crack cleaning and sealing, traffic control striping and marking, and all other contingent and appurtenant work as applicable to the pavement preservation program. Unit prices shall include all shipping, delivery, and transportation costs.

ACCEPTANCE OF BID PROPOSAL

Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s) for one or more bid categories. For this annual pavement preservation program that includes up to two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most.

The undersigned hereby declares that representatives of the Bidder have visited the City to familiar themselves with the overall street system and have carefully examined the Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work that may be assigned by task order and/or purchase order, as either increased or decreased, in accordance with the provisions of the technical specifications for the unit bid prices stipulated in the Bid Schedule.

The undersigned understands that all work associated with 2020 PAVEMENT PRESERVATION PROGRAM, as specified for this contract, shall be in accordance with the contract documents, technical specifications, and bid documents identified for the "2020 PAVEMENT PRESERVATION PROGRAM," all applicable Maricopa Association of Government's Uniform Standard Specifications and Details; all applicable requirements of the Manual on Uniform Traffic Control Devices; and all applicable requirements of the ADOT Standard Drawings and Specifications; except as otherwise required by the Project Contract Documents and Technical Specifications.

The undersigned understands that this Bid Proposal Form and Bid Schedule shall be submitted with a Proposal Guarantee of Certified Check, Cashier's Check, or Surety (Bid) Bond for an
amount not less than 10 percent of the amount bid, along with a Certification of Bid form, and a completed Affidavit of Non-Collusion.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande, the Bidder/Contractor will execute the contract documents and furnish the required bonds and certificates of insurance.

The Work shall be completed based on the type, amount, and locations of various items of work specified in individual task assignments and/or purchase orders, beginning with the day following the starting date specified in the Notice to Proceed and ending with the contract expiration date. Completion times (or dates) for each task order will be stipulated in the Notice to Proceed. The time allowed for completion of the work is intended to include lead time for obtaining all necessary materials, supplies, and/or equipment needed to complete the work in its entirety.

**BID PACKAGE**

The Bid Package submitted for this project shall contain the following:

- Bid Proposal Form
  - Bid schedule
  - Evidence of contractor licensure by the State of Arizona
  - Minimum of three references with contact information for at least three pavement preservation contracts of a similar nature, size, and magnitude
- Certification of Bid
- Affidavit on Non-Collusion
- Surety (Bid) Bond
- Certificate of Insurance (COI)
Bid respectfully submitted by:

Ace Asphalt of Arizona, Inc.

By: Rob Robichaud, Vice President
Officer & Title

ATTEST:

Chuck Markos, CFO
Officer & Title

3030 S. 7th Street
Phoenix, AZ 85040
Bidder’s Full Address

Witness (if Bidder is an Individual)

*Provide addresses of corporate officers or partners if different than business address:
The bidder hereby acknowledges receipt of and agrees his proposal is based on the preceding Addenda issued (line-out non-issued addendum number as appropriate):

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<th>Acknowledgement Signature</th>
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<td>ADDENDUM NO. 2</td>
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<td></td>
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<td>ADDENDUM NO. 3</td>
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<td></td>
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<tr>
<td>ADDENDUM NO. 4</td>
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<td></td>
</tr>
</tbody>
</table>

Contractor’s/Bidder’s Signature

By: Rob Robichaud

License No. 090990

Classification Class A

End of Bid Proposal Form
References

1. The Town of Payson
   a. Project Name: Payson FY 19/20 Pavement Maintenance
   b. Scope of Work: Asphalt repair, slurry seal, saw-cutting
   c. Amount: $472,135.99
   d. Contact: Tim Ryden
   e. Phone Number: 928-978-5055
   f. Email: tryden@paysonaz.gov

2. The City of Surprise
   a. Project Name: Various Streets Surprise AZ
   b. Scope of Work: Slurry seal
   c. Amount: $350,940.45
   d. Contact: John McFarland
   e. Phone Number: 623-824-2603
   f. Email: john.mcfarland@surpriseaz.gov

3. The City of Mesa
   a. Project Name: City of Mesa Pavement Preservation
   b. Scope of Work: 7,126,002 square feet of sealing PMM
   c. Amount: $1,029,650.58
   d. Contact: Matt Manthey
   e. Phone Number: 480-644-3511
   f. Email: matt.manthey@mesaaaz.gov
CERTIFICATION OF BID

2020 PAVEMENT PRESERVATION PROGRAM

Corporate Name
Ace Asphalt of Arizona, Inc.

Address
3030 S 7th Street

City, State, and Zip
Phoenix, AZ 85040

Type of Entity
Corporation

State of Incorporation
Arizona

Phone Number
602-828-9575

Casa Grande Business License Number (if Applicable)
BL-19-51485

Signature of Authorized Officer

Print Name of Authorized Officer
Scott Phillips

Title of Authorized Signatory
President

Bidder hereby certifies to the City of Casa Grande, by signing and submitting this bid, which includes Notice of Bid, Information to Bidders, Technical Specifications, Bid Proposal Form, Issued Addenda, and Certification of Bid, that they have read, fully understand, and will comply with said invitation for bids and all associated bid documents.
AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA  )  ss
COUNTY OF  )

__________________________
Justin Shailer
(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is  Director of Sales
(TITLE)

of  Ace Asphalt of Arizona, Inc.
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he/she certifies as follows:
That neither he/she nor anyone associated with the said

__________________________
Ace Asphalt of Arizona, Inc.
(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free competitive bidding in connection with the Project:

2020 PAVEMENT PRESERVATION PROGRAM
City of Casa Grande, Arizona

__________________________
Justin Shailer
(NAME)

__________________________
Director of Sales
(TITLE)

__________________________
Ace Asphalt of Arizona, Inc.
(NAME OF BUSINESS)

Subscribed and sworn to before me this 19th day of November, 2019

__________________________
(Notary Public)

My Commission Expires:

2.23.21

2020 PAVEMENT PRESERVATION PROGRAM
SURETY (BID) BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ___________ Ace Asphalt of Arizona, Inc. ___________, as Principal, (hereinafter called the Principal), and the ___________ Argonaut Insurance Company ___________, a corporation duly organized under the laws of the State of ___________ Illinois ___________, as Surety, (hereinafter called the Surety), are held and firmly bound unto the City of Casa Grande as Obligee, in the sum of Ten Percent (10%) of their total amount of the bid of Principal, submitted to the City of Casa Grande for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, said Principal is herewith submitting its proposal for the City of Casa Grande – 2020 PAVEMENT PRESERVATION PROGRAM.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and Certificates of Insurance as specified in the Contract Documents and Technical Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bond and Certificate of Insurance, if the Principal shall pay to the City of Casa Grande the sum of money set forth above as liquidated damages for failure of the Principal to enter into the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ___________ 13th ___________ day of ___________ November ___________ ___________, A.D., 2019

___________ Ace Asphalt of Arizona, Inc. ___________
Principal

Witness:

___________ Argonaut Insurance Company ___________
c/o CMGIA - 20335 Ventura Blvd., Ste. 426
Woodland Hills, CA 91364 ___________
Surety

Title: Gabriella Grady, Attorney-in-Fact

Witness:
Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stefanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the grant of power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

Kathleen M. Meeks
Notary Public, State of Texas Comm. Expires 12-15-2027
Notary ID 567952-6

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of November 2019.

James Blizard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321-8400.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

On NOV 19 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC personally appeared GABRIELLA GRADY

Date Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______________________

Signer Is Representing: ______________________

Signer's Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______________________

Signer Is Representing: ______________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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.

PRODUCER
Reseco Insurance Advisors, LLC
7901 N. 16th Street,
Suite 100
Phoenix AZ 85020

INSURED
Ace Asphalt of Arizona, Inc.
3030 S. 7th Street
Phoenix AZ 85040

CONTACT
NAME: Phone (AIC, No. Ext): Fax
E-MAIL: certificates@resecoadvisors.com

INSURER(S) AFFORDING COVERAGE

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COVERAGES

CERTIFICATE NUMBER: 1172234094

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is hereby included as Additional Insured with respects to the General Liability, Automobile Liability and Excess/Umbrella Liability on a primary and non-contributory basis if required by written contract subject to all provisions and limitations of the policy. Waiver of Subrogation in favor of Certificate Holder applies to the General Liability, Automobile Liability and Employers Liability/Workers Compensation if required by written contract subject to all provisions and limitations of the policy. The above referenced Excess/Umbrella Liability policy is follow-form and provides additional limits of insurance for General Liability, Automobile Liability and Employers Liability/Workers Compensation. 30 Days notice of cancellation applies except 10 days for non-payment of premium.

CERTIFICATE HOLDER
City of Casa Grande
510 E Florence Blvd
Casa Grande AZ 85122

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
Contract Documents & Technical Specifications

CITY OF CASA GRANDE

2020 PAVEMENT PRESERVATION PROGRAM

15 OCTOBER 2019

[Signature]

Expires 12/31/2020
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## 2020 PAVEMENT PRESERVATION PROGRAM

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PLANS (CONSTRUCTION DRAWINGS)

There are no plans or construction drawings issued for this pavement preservation program.

The City of Casa Grande (City) will develop and provide task assignments and purchase order numbers for specific incremental pavement preservation projects that may be assigned to the selected Contractor using the contract bid unit prices established through this procurement to establish the specific project cost. The City will issue a map showing specific locations of the work and specify the nature and type of work associated with each street segment.
INVITATION FOR BIDS

2020 PAVEMENT PRESERVATION PROGRAM

BID DUE DATE: November 19, 2019 (Tuesday) 1:30 PM Local AZ Time

BID SUBMITTAL LOCATION: City of Casa Grande City Clerk's Office 510 East Florence Boulevard Casa Grande, AZ 85122

PRE-BID CONFERENCE DATE/TIME: November 05, 2019 (Tuesday) 10:00 AM Local AZ Time
MANDATORY ATTENDANCE REQUIRED

PRE-BID CONFERENCE LOCATION: Public Works Operations Center 3181 North Lear Avenue Casa Grande, AZ 85122

BID DOCUMENTS AVAILABLE AT: City of Casa Grande City Clerk's Office 510 East Florence Boulevard Casa Grande, AZ 85122 (520) 421-8600

ESTIMATED PROJECT RANGE: Estimated between $1,300,000 and $1,800,000 annually (no guarantee of amount – budget amount may be divided between two or more contractors selected for this contract)

QUESTIONS SHALL BE DIRECTED TO: Chris Lawson, Streets Supervisor (520) 421-8625 x4820 clawson@casagrandeaz.gov

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CONTACTING THE CITY CLERKS OFFICE.

Competitive sealed bids for the specified equipment, materials, installations, and/or services shall be received by the City of Casa Grande at the City Clerk's Office, 510 East Florence Boulevard, Casa Grande, Arizona 85122, until the time and date cited. Bids received at or before the stipulated bid due date and time shall be publicly opened and recorded. The City of Casa Grande takes no responsibility for informing recipients of changes to the original solicitation documents. Failure to submit addenda with the bid response may be grounds for deeming the bid non-responsive.

Bids must be in the actual possession of the City Clerk's Office at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Casa Grande City Clerk's office clock.
Bids must be submitted in a sealed envelope. The bidder's name and address and the project name should be clearly indicated on the outside of the envelope. All bids must be completed in blue or black ink or typewritten. Questions must be addressed to the person(s) listed above.

*End of Invitation for Bids*
NOTICE OF BID

The City of Casa Grande will receive sealed bids for the following:

2020 PAVEMENT PRESERVATION PROGRAM

Each bid shall be in accordance with the project documents including the special provisions, technical specifications, and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Copies of the project documents can be obtained by visiting the City’s web site at www.casagrandeaz.gov or by calling the City Clerk's Office at (520) 421-8600.

The Bidder shall be a licensed and bonded contractor in the State of Arizona. Minority, woman-owned, and disadvantaged businesses are encouraged to submit bids.

All bids must be submitted by Tuesday, November 19, 2019, at 1:30 PM, local Arizona time, to the City Clerk, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. The bid opening will take place on Tuesday, November 19, 2019, at 1:30 PM in the Main Conference Room (2nd Floor), 510 East Florence Boulevard, Casa Grande, Arizona, 85122.

Bids must be addressed to:

City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, Arizona 85122

The envelope must be boldly marked:

CONTRACTOR’S BID FOR THE
2020 PAVEMENT PRESERVATION PROGRAM
FOR THE CITY OF CASA GRANDE
BID OPENING: TUESDAY, NOVEMBER 19, 2019, AT 1:30 PM

Note: Also include the Bidder’s Name and Address

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the equipment, materials, installations, or services offered; and to award a contract or contracts for the furnishing of one or more items of the equipment, materials, installations, or services it deems to be in the best interest of the City.

Larry D. Rains
City Manager
INFORMATION FOR BIDDERS

2020 PAVEMENT PRESERVATION PROGRAM

1. SECURING BID DOCUMENTS

A. Specifications and other bid document forms are available at the following locations:

   City Clerk
   City of Casa Grande City Clerk’s Office
   510 East Florence Boulevard
   Casa Grande, Arizona 85122
   (520) 421-8600

   Or on the City website at www.casagrandeaz.gov

2. PROJECT DESCRIPTION

   This contract is for pavement preservation work to improve street surfaces in various
   locations throughout the Casa Grande, Arizona.

   The annual budget for pavement preservation and maintenance for the City of Casa Grande
   (City) is on the order of $1.3 million to $1.8 million; however, there is no guarantee of the
   amount of the work, if any, that may be approved for any given City fiscal year. Task orders
   and assignments will be developed and awarded to the Contractor at any time during the
   year. The task orders will typically be for streets receiving similar treatments; e.g. streets to
   be chip sealed, or streets to be slurry sealed, etc.

   The City will develop and provide task assignments and purchase order numbers for specific
   incremental pavement preservation projects that may be assigned to the selected Contractor,
   using the contract bid unit prices established through this procurement, to establish the
   specific project cost. The City will issue a map showing specific locations of the work and
   specify the nature and type of work associated with each street segment.

   The City reserves the right to award one or more contracts for this program. Realistically, the
   number of contracts awarded will likely be two; four at the most.

   The City typically alternates the classifications of streets receiving surface preservation
   treatments each year. One year arterial and collector streets will be completed while the
   next year residential streets will be completed.

   Arterial and collector streets are typically maintained by the application microsurfacing or
   rubber chip sealing. Optionally, the City may specific the use of a rejuvenator treatment using
   PASS-QB emulsified asphalt fog seal. A task assignment may involve one or more types of
   surface treatments.
Local streets (i.e. residential streets) are typically maintained by the application of a type 2 slurry seal, rubber chip seal, or Polymer Modified MasterSeal (PMM) mineral filled asphalt emulsion pavement sealer. A task assignment may involve one or more types of treatments.

Each street segment to receive a maintenance treatment shall have existing cracks sealed prior to the surface treatment. The City may opt to do the crack sealing using in-house day-labor forces or the City may opt to include crack sealing in the individual task assignment.

The task assignments will include re-striping to replace existing traffic control striping and markings that are obliterated by the new surface treatments. Re-striping and replacement markings shall be done with standard traffic paint meeting the specification requirements.

Other surface treatments that may be specified in any given task assignment include:

- Double chip seal of unimproved (native dirt) roads;
- Cape Seal – a cape seal is the combination of the chip seal and slurry seal (sometimes microsurfacing) applications. The benefits from using a cape seal include a smoother surface with an increased durability by sealing the street surface;
- Any other surface treatments or street maintenance work that the City may opt to include in the task assignment;
- Other miscellaneous and contingent work needed to complete the task order.

The Contractor shall furnish any and all experienced supervision, labor, materials, tools, equipment, supplies, appliances, utility and transportation services required to complete all proposed work in accordance to the technical specifications and terms of these contract documents in a good and workmanlike and substantial manner and to the satisfaction of the City of Casa Grande through its Engineers.

City Project Manager for the 2020 PAVEMENT PRESERVATION PROGRAM

Chris Lawson  
Streets Supervisor  
City of Casa Grande  
3181 North Lear Avenue, Casa Grande, AZ 85122  
(520) 421-8625 x4820  
clawson@casagrandeaz.gov
3. **CONTENT OF BID SUBMITTAL**

The Bid Package submitted for this project shall contain the following:

- **Bid Proposal Form**
  - Bid schedule
  - Evidence of contractor licensure by the State of Arizona
  - Minimum of three references with contact information for at least three (3) 2020 PAVEMENT PRESERVATION PROGRAMs or street maintenance contracts of a similar nature, size, and magnitude
- Certification of Bid
- Affidavit on Non-Collusion
- Surety (Bid) Bond
- Certificate of Insurance (COI)

4. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies or omissions in the specifications, the bidder may submit to the City Clerk, a written request for an interpretation or correction thereof no later than the date specified for contractor question deadline in Section 8, Schedule. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by written Addendum duly issued by the City. Contractor shall be responsible to monitor the City of Casa Grande web site for any addendums. All Addendums will be posted by the City Clerk's Office and become a part of the Original Contract Documents and Technical Specifications Bid Packet. The City will not be responsible for any other explanation or interpretation of the Request for Bids.

5. **ADDENDA**

Any addenda issued by the City during the time of bidding shall form a part of the contract documents and technical specifications bid package provided to the bidder for the preparation of the bid and shall be acknowledged in the bid and shall be made part of the contract. No addenda will be issued less than five (5) days prior to the bid opening.

6. **WITHDRAWAL OF BIDS**

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.
7. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, and provide a straightforward and concise description of the bidder's capabilities to satisfy the requirements of these guidelines. The bidder shall be responsible for all costs incurred in the proposal and bid preparation and delivery.

8. SCHEDULE

The following is an estimated schedule of events. The City, however, reserves the right to alter this schedule of events as necessary and in the best interest of the City.

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<td>Call For Bids Advertisement Dates</td>
<td>October 22, 2019</td>
</tr>
<tr>
<td>Pre-Bid Conference <em>(Mandatory)</em></td>
<td>November 05, 2019 at 10:00 AM (Tuesday)</td>
</tr>
<tr>
<td>Contractor Question Deadline</td>
<td>November 12, 2019</td>
</tr>
<tr>
<td>Last Date for an Addendum</td>
<td>November 13, 2019</td>
</tr>
<tr>
<td>Bid Submittal Deadline / Bid Opening</td>
<td>NOVEMBER 19, 2019 at 1:30 pm (Tuesday)</td>
</tr>
<tr>
<td>City Council First Reading</td>
<td>December 02, 2019</td>
</tr>
<tr>
<td>City Council Second Reading</td>
<td>December 16, 2019</td>
</tr>
<tr>
<td>Bid Award (includes 30 day cure period)</td>
<td>January 16, 2020</td>
</tr>
<tr>
<td>Construction Contract Notice to Proceed &amp; Project Kick-Off Meeting*</td>
<td>January 27, 2020</td>
</tr>
<tr>
<td>Contract Period / Contract Term</td>
<td>One (1) Calendar Year – With an option to renew for a maximum of two additional years</td>
</tr>
</tbody>
</table>
| Estimated Project Completion               | January 27, 2021 – original 1 year term  
                                           | January 27, 2022 – with first option year  
                                           | January 27, 2023 – with second option year |

*Notice to Proceed will not be issued until the Public Works Department has received a copy of an executed and recorded construction contract from the City Clerk's Office.

9. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected.

The City will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the City's Project Manager or his designated representative by providing appropriate and requested information.
10. EVALUATION

Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s). For this annual pavement preservation program that includes two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most.

11. REQUIREMENTS

The City has established certain requirements as specified in the General Requirements, General Conditions, Special Conditions, and Technical Specifications sections. None of these requirements are designed to give any bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to submit a bid provided that they feel they are qualified to do so.

If the bidder does not meet any of the stipulated requirements, the bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City’s determination that a deviation is not material does not excuse the bidder from full compliance with all other specifications if the contract is awarded to the firm/company.

12. METHOD OF PAYMENT

Contractor shall submit monthly billing statements to the attention of the City Project Manager. Contractor shall include the percent complete on the progress application that is authorized by the City Project Manager. The contractor shall reference on the billing statement the assigned purchase order number or the City contract number.

The City of Casa Grande makes every effort to generate payment for claims within 30-days from the initial request.

13. DELIVERY OF PRODUCT/COMPLETION OF WORK

The proposed work is seasonal in nature. The work schedule for each task assignment shall be mutually agreed-upon between the Contractor and the City for each specific task order. Upon receiving the Notice-to-Proceed and Purchase Order Number for the task assignment, the Contractor shall mobilize and commence construction activities on that task assignment within 10 calendar days.
14. EXECUTION OF AGREEMENT

Successful bidder will be required to execute the contract provided for the project incorporating the plans (construction drawings), contract documents, and technical specifications. The Notice-to-Proceed will not be issued and a project construction kick-off meeting shall not be conducted until the City’s Public Works Department is in receipt of an executed and recorded contract from the City Clerk’s Office. The bidder to whom the Contract is awarded by the City shall, within 15 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies of the agreement. A sample Form of Contract (Agreement) is included in this bid packet – note that the contract specifics may change to comply with the bid specifications or to meet the needs of the City for this project.

15. MISCELLANEOUS INFORMATION

A. All prices quoted will reflect the total to the City for the equipment, items, project, and services, and shall include all applicable taxes, fees, and other charges.

B. The City will not honor any invoices or claims which are tendered more than sixty (60) calendar days after the close of the City’s fiscal year for work completed.

C. The City is not responsible for any bidder’s errors or omissions.

D. All bids submitted to the City are to remain firm for a minimum period of one hundred eighty (180) calendar days from the date the bids are officially opened.

E. The apparent successful bid is not officially accepted until such time as the bidder receives written notice of acceptance from the City Clerk.

F. Where the bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and signed by the legal signature of an officer authorized to bind the entity to a contract.

G. The Contractor is required to obtain a business license and number to perform the work on this project.

H. Successful bidder shall be required to register with the City.

End of Information for Bidders Section
GENERAL REQUIREMENTS

1. PROJECT DESCRIPTION

This contract is for pavement preservation work to improve street surfaces in various locations throughout the Casa Grande, Arizona.

The annual budget for pavement preservation and maintenance for the City of Casa Grande (City) is on the order of $1.3 million to $1.8 million; however, there is no guarantee of the amount of the work, if any, that may be approved for any given City fiscal year. Task orders and assignments will be developed and awarded to the Contractor at any time during the year. The task orders will typically be for streets receiving similar treatments; e.g. streets to be chip sealed, or streets to be slurry sealed, etc.

The City will develop and provide task assignments and purchase order numbers for specific incremental pavement preservation projects that may be assigned to the selected Contractor, using the contract bid unit prices established through this procurement, to establish the specific project cost. The City will issue a map showing specific locations of the work and specify the nature and type of work associated with each street segment.

The City reserves the right to award one or more contracts for this program. Realistically, the number of contracts awarded will likely be two; four at the most.

The City typically alternates the classifications of streets receiving surface preservation treatments each year. One year arterial and collector streets will be completed while the next year residential streets will be completed.

Arterial and collector streets are typically maintained by the application microsurfacing or rubber chip sealing. Optionally, the City may specify the use of a rejuvenator treatment using PASS-QB emulsified asphalt fog seal. A task assignment may involve one or more types of surface treatments.

Local streets (i.e. residential streets) are typically maintained by the application of a Type 2 slurry seal, rubber chip seal, or Polymer Modified MasterSeal (PMM) mineral filled asphalt emulsion pavement sealer. A task assignment may involve one or more types of treatments.

Each street segment to receive a maintenance treatment shall have cracks that are 1/8" or wider sealed prior to the surface treatment. The City may opt to do the crack sealing using in-house day-labor forces or the City may opt to include crack sealing in the individual task assignment.
The task assignments will include re-striping to replace existing traffic control striping and markings that are obliterated by the new surface treatments. Re-striping and replacement markings shall be done with standard traffic paint meeting the specification requirements.

Other surface treatments that may be specified in any given task assignment include:

- Double chip seal of unimproved (native dirt) roads;
- Cape Seal – a cape seal is the combination of the chip seal and slurry seal (sometimes microsurfacing) applications. The benefits from using a cape seal include a smoother surface with an increased durability by sealing the street surface;
- Any other surface treatments or street maintenance work that the City may opt to include in the task assignment;
- Other miscellaneous and contingent work needed to complete the task order.

The Contractor shall furnish any and all experienced supervision, labor, materials, tools, equipment, supplies, appliances, utility and transportation services required to complete all proposed work in accordance to the technical specifications and terms of these contract documents in a good and workmanlike and substantial manner and to the satisfaction of the City of Casa Grande through its Engineers.

**City Project Manager for the 2020 PAVEMENT PRESERVATION PROGRAM**

Chris Lawson  
Streets Supervisor  
City of Casa Grande  
3181 North Lear Avenue, Casa Grande, AZ 85122  
(520) 421-8625 x4820  
dawson@casagrandeaz.gov

2. **PRE-BID CONFERENCE**

Prospective Bidders are invited to attend a mandatory pre-bid conference to be held on:

November 05, 2016 (Tuesday) at 10:00 am

Pre-Bid Conference Location:

City of Casa Grande Public Works North Operations Center  
3181 North Lear Avenue, Casa Grande, AZ 85122

The purpose of this conference will be to clarify the contents of the plans (construction drawings), contract documents, bid forms, special provisions, and technical specifications to prevent any misinterpretation or misunderstanding of the City’s position on any aspect of the project. Any question or doubt as to the requirements of the project documents, or any apparent omission or discrepancy, should be presented to the City at this pre-bid conference. The City will then determine the appropriate action necessary, if any, and issue a written addendum as provided for herein. Oral statements or instructions shall not carry any weight and shall not constitute an amendment or addendum for the project.
3. SUBMITTING BIDS

A. No bid will be considered unless it is made upon the proposal form(s) contained herein and submitted along with the project proposal pamphlet containing all required supplemental information as described herein. No project proposal pamphlet shall be disassembled. All blank spaces for proposal prices must be filled in (in ink, typewritten, or printed) and the total base bid must be in both words and numeric figures.

B. A bid may be withdrawn prior to the time set for opening of bids.

C. Bids received after the time and date specified in the NOTICE OF BID will be returned unopened to the bidder.

4. SURETY (BID) BOND REQUIREMENTS

A. No proposal will be read unless accompanied by a proposal guarantee in the form of a certified or cashier's check, or surety bond, in the amount of 10% of the bid amount. The guarantee shall be made payable to and shall be acceptable to the City of Casa Grande.

B. Such bonds shall be executed solely by a surety company or company holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable to and shall be acceptable to the City of Casa Grande and 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 required by law.

C. The surety (bid) bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

i. All proposal guarantees, except those of the three lowest qualified bidders, will be returned following the opening and checking of the bid proposals. The proposal guarantees of the three lowest qualified bidders will be returned after the contract documents have been executed.

5. AWARD AND EXECUTION OF THE CONTRACT

A. The contract will be awarded, or all bids rejected, as soon as practical after the date of the opening of bids, as stated in the NOTICE OF BID. The contract will be awarded within one hundred eighty (180) days after the bid opening date, unless otherwise agreed upon in writing by both parties to the contract.
B. Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s). For this annual pavement preservation program that includes two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most. The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.

C. Protest Procedure:

i. Any bid protests shall be submitted in writing to the City Clerk, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, AZ 85122, within 72 hours of the bid award notification.

ii. Protests must contain, at a minimum, the name, address and telephone number of the protester, the signature of the protester or its legal representative, evidence of authority to sign on behalf of the bidder, a detailed statement of the legal and factual grounds of the protest including copies of relevant data, and the form of relief requested.

iii. Within three (3) business days of receipt, and after consultation with legal counsel, the City’s Project Manager, and/or others, the City will respond to the protest.

iv. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.

D. Bonds in the following amounts will be required to be submitted by the lowest qualified bidder within ten (10) working days after the notice of award and receipt of contract:

i. Bond for benefit of labor and material suppliers at 100 percent of the bid price.

ii. Bond for performance of contract at 100 percent of the bid price.

E. Information relative to execution of the contract documents may be obtained from the Administrative Services Director, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, Arizona 85122.

6. CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS TO THE SUCCESSFUL BIDDER

A. PDF files of the Plans (Construction Drawings), Contract Documents and Technical Specifications will be provided to the successful bidder for their self-printing purposes. If needed, the successful bidder may request and obtain four additional sets of printed Contract Documents and Technical Specifications for this project from the City at no additional cost.
B. If the successful bidder desires more than the four sets of printed Plans (Construction Drawings), Contract Documents and Technical Specifications, the Contractor/Vendor shall make arrangements with the City's Project Manager regarding the requested number of additional sets and the Contractor shall pay the additional costs to reproduce the desired number of sets of plans and/or project documents.

7. STANDARD DETAILS AND SPECIFICATIONS

A. Except as otherwise required in the technical specifications, construction of this project shall be in accordance with all applicable requirements of the Uniform Standard Specifications and Details for Public Works Construction as sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition, et. seq.

B. The project’s traffic control devices, signage, pavement markings, and equipment installation and operation shall also comply with all applicable requirements of the:
   ii. The most current version of ADOT Standard Drawings and Specifications for Traffic Signals, Lighting and Pavement Markings and Signing.

8. START AND COMPLETION OF WORK

A. Work shall start within ten (10) calendar days after the starting date set forth in the "Notice to Proceed" issued to the Contractor for the initial task assignment for work under this pavement preservation project. The contract will have a one (1) year term that expires on the 1st year anniversary date of the executed contract. The City of Casa Grande may elect to exercise an option to renew the contract for up to two (2) additional one (1) year contract periods at the prices and conditions stated in the Bid Proposal Form.

The first additional one-year period shall begin at the end of the original contract year for the first additional option year and shall be in effect for one year. The second additional one-year period shall begin at the end of previous two contract years for the second additional option year and shall be in effect for one year. All work underway on the contract shall be completed before the effective contract expiration date, unless the contract term is extended by an approved change order.

The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.
B. Completion times (or dates) will be stipulated in the Notice to Proceed for each individual work order or task assignment. It is the Bidder's responsibility to review the number of calendar days listed to complete this Work. If the Bidder believes that the number of days listed is not sufficient, the Bidder must notify the City in writing, a minimum of ten (10) calendar days prior to the start of work, of the number of additional days the company would require to complete the task order work. Any and all requests will be reviewed by the City. If the City determines that additional days should be allowed, an addendum will be issued stating the new number of calendar days required to complete the work.

C. Liquidated damages in the amount of one thousand dollars ($1,000.00) per calendar day may be assessed for each day the work remains incomplete after the scheduled and agreed upon completion date for each individual task order assignment.

9. QUANTITIES

A. All quantities stated on the bid form are subject to adjustment as may be dictated by Project and/or City requirements. Quantities at variance with the stated bid quantities may be paid for as required during the term of the agreement at the quoted prices, except as otherwise noted herein.

B. For this pavement preservation program, the quantities listed in the bid schedule are approximations only of the possible amount of work that may be assigned to the Contractor during the one year contract period. The Contractor should expect the quantities to vary considerable for any given line item, both during the one year contract period and from year to year if the two annual contract extensions are individually awarded.

C. The quantities listed in the bid schedule for this pavement preservation program are used only for the purposes of comparing category bid price subtotals and the total bid price to determine the lowest cost bidder(s) for the work for contract award purposes.

10. MEASUREMENT AND PAYMENT

A. Measurement and payment for all pay items in the proposal shall be as indicated in the Technical Specifications section.

B. Measurement of the various items in the proposal shall be for each item of completed work, with no allowance for waste.
C. Payment for the various items in the bid proposal will be made at the unit price bid in the proposal and shall be compensation in full for furnishing all materials, labor, supervision, tools supplies, taxes, equipment, and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans/drawings and as required in the standard and technical specifications, complete with all connections, testing, and related work to make the work fully functional for the purpose intended. Each unit, item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances, for the satisfactory use and operation of said item, unless specifically called for otherwise in these contract documents.

D. Total quantities indicated in the bid proposal are approximate and for bidding purposes only. Contractor will be paid for the quantity of items actually constructed as measured on the ground by the City Inspector or as otherwise agreed to by the City and the Contractor.

E. Partial payments may be made once a month based upon satisfactory completion of the work in progress. No payment will be made for amounts less than Five Hundred Dollars ($500.00), except to close out the project.

F. A retainage of 10 percent shall be deducted from all partial payment requests up through completion of fifty percent of the scheduled construction activities. After completion of 50% of the scheduled construction, a retainage of 5 percent will be subtracted from all subsequent partial payment requests to insure satisfactory completion of the work by the Contractor.

G. The entire retainage shall be released to the Contractor upon final acceptance of the project and as part of the Contractor’s final invoice.

H. In accordance with State statutes, the Contractor may post securities in an escrow account in lieu of the 10% retention. The worth of the securities shall be of an amount equal to or greater than 10% retention.

11. INSURANCE REQUIREMENTS

A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain, until the work is completed and accepted by the City, minimum insurance coverage as required by MAG Section 103 – AWARD AND EXECUTION OF THE CONTRACT.

B. Within ten (10) working days after notice of award and receipt of the contract, the Contractor shall submit to the City a "Certificate of Insurance" form completed by his insurance carrier or agent certifying that minimum insurance coverage’s as required are in effect and will not be canceled or changed until 10 days after written notice is given to the City of Casa Grande.
C. These insurance policies shall not expire until all work has been completed and the project has been accepted by the City of Casa Grande. If a policy does expire during the life of the contract, a renewal certificate of the required coverage must be sent to the City of Casa Grande not less than five (5) days prior to the expiration date.

D. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City of Casa Grande.

i. The certificate of insurance shall name as an additional insured the City of Casa Grande. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

ii. Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions, for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

iii. Also:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage Insurance</td>
<td>$ 500,000 each person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>Protective Liability Insurance</td>
<td>$ 500,000 each person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each accident</td>
</tr>
</tbody>
</table>

12. AFFIDAVIT FORMS

A. The Affidavit of Non-Collusion form in this proposal must be filled out completely by each bidder prior to the time set for opening of bids.

13. CONSTRUCTION LAYOUT AND STAKES

A. The Contractor shall provide all construction and control staking for the project construction which establishes the alignments and grades for the roadway or pipe centerlines, limits of work, location and extent equipment installations and of bore pits and sleeves, and inverts of all piping, manholes, valves and appurtenances. Alignment and elevation stakes shall be furnished by an Arizona Registered Land Surveyor at 25 foot intervals, at grade and/or alignment changes, at equipment locations, and other locations as needed and as deemed necessary and required by the City Engineer through his Construction Inspector. The Contractor shall furnish all additional intermittent stakes for the layout and construction of the work.
i. Upon request by the Contractor, the City can furnish horizontal and vertical survey control information in hard copy and/or electronic format.

B. The Contractor shall perform the work in accordance with the Surveyor’s stakes and marks and shall be charged with full responsibility for conformity and agreement of the work with such stakes and marks and to the project plans and specifications.

C. The Contractor shall be held responsible for the preservation of all stakes and marks. If the construction stakes or marks have been damaged, destroyed, or disturbed for any reason, the cost of replacing them will be borne by the Contractor at no cost to the City.

D. The Contractor shall give notice to the City Engineer and/or City Project Manager not less than three (3) working days in advance of when the survey construction staking services will be completed in connection with any portion of the work to facilitate the City’s checking of the completeness of the construction staking layout.

14. PERMITS AND FEES

A. Payment of fees for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande right-of-way normally requiring a permit from the City will be waived for this City project.

B. City business licenses will be required of the prime contractor and all subcontractors performing work within the City of Casa Grande.

C. Payment of City sales tax has not been waived by the City, and all applicable taxes, City or otherwise, shall be incorporated in the bid.

D. Payment of City landfill tipping fees for clean fill/milled material has been waived by the City. All other construction debris and waste disposal is subject to standard City of Casa Grande landfill tipping fees and shall be incorporated in the bid.

15. CONTRACTORS LICENSE LAW

A. Contractor shall comply with, and require all subcontractors to comply with, State and City Contractors License Law, and shall be duly registered and licensed thereunder. Contractors shall comply with the provisions of "An Act to Regulate the Business of the Contracting", Title 32, Chapter 10, Arizona Revised Statutes, and "Rules and Regulations for Contractors", dated March 1969, or the latest revision thereof adopted under the provisions of A.R.S. Title 32, Chapter 10.
16. BID SUBMITTAL DEAD LINE

Sealed bids marked ‘BID ON THE 2020 PAVEMENT PRESERVATION PROGRAM FOR THE CITY OF CASA GRANDE’ will be received on or before Tuesday, November 19, 2019 at 1:30 P.M. in the office of the City Clerk, Casa Grande City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Bids will be opened and read aloud immediately thereafter.

End of General Requirements Section
BID PROPOSAL FORM

2020 PAVEMENT PRESERVATION PROGRAM

Place Phoenix, Arizona

Date 11/19/2019

City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with the City’s invitation for bids and all conditions of the Contract Documents and Technical Specifications, the undersigned Regional Pavement Maintenance of Arizona, Inc. a corporation organized under the laws of the State of Arizona; or a partnership consisting of

__________________________________________________________ *

or an individual trading as ____________________________________________

in the City of ____________________________;

having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all equipment, supplies, materials, labor, and everything necessary for completion of the work described in the "NOTICE OF BID" for the City of Casa Grande, and to construct the same and install the equipment and materials therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through and under the direction and supervision of its Engineer, or their properly authorized agents, and strictly pursuant to and in conformity with the Contract Documents and Technical Specifications prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the prices stipulated for the work described on the bid schedule contained on the following pages:

President, secretary and treasurer: Aaron Avery

*Insert names of president, secretary and treasurer of corporation
## BID SCHEDULE

Bidder’s Name: REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Bid Unit</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Liquid Asphalt PG64-16TR (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100 TON</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>2</td>
<td>Polymer Modified Asphalt Rubber (for Asphalt Chip Seal w/ HVT Chips)</td>
<td>100 TON</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>3</td>
<td>Rubberized Asphalt Binder, Field Blend (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100 TON</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>4</td>
<td>Emulsified Asphalt CRS-2p (for Asphalt Chip Seal)</td>
<td>100 TON</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>5</td>
<td>Cover Chips – LVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>6</td>
<td>Cover Chips – LVT (Pre-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>7</td>
<td>Cover Chips – HVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>8</td>
<td>Cover Chips – HVT (Pre-Coated) (for Asphalt Chip Seal)</td>
<td>500 TON</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>9</td>
<td>Pavement Stripping (4&quot; painted line width equivalent)</td>
<td>25,000 LF - 4&quot;W</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>10</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25 EA</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>11</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000 EA</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td>12</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000 %</td>
<td>% NO BID</td>
<td>% NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000 %</td>
<td>% NO BID</td>
<td>% NO BID</td>
<td>$ NO BID</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Item Description</td>
<td>Estimated Quantity</td>
<td>Bid Units</td>
<td>BID Unit Price</td>
<td>Total Extended BID Price</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------</td>
<td>--------------------</td>
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<td>--------------------------</td>
</tr>
<tr>
<td>15</td>
<td>Emulsified Asphalt PMCQS-1h (RTE) – Polymerized</td>
<td>100 TON</td>
<td>$828.01</td>
<td>$82,801.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(for Microsurfacing)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Aggregate Microsurfacing (Type III)</td>
<td>1,000 TON</td>
<td>$111.00</td>
<td>$111,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Mineral Filler and Aggregate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Emulsified Asphalt LMCQS-1h (for Slurry Seal Coat)</td>
<td>100 TON</td>
<td>$749.40</td>
<td>$74,940.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Emulsified Asphalt PMCQS-1h (for Slurry Seal Coat)</td>
<td>100 TON</td>
<td>$777.29</td>
<td>$77,729.00</td>
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</tr>
<tr>
<td>19</td>
<td>Aggregate Type II (for Slurry Seal Coat)</td>
<td>1,000 TON</td>
<td>$111.00</td>
<td>$111,000.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Aggregate Type III (for Slurry Seal Coat)</td>
<td>1,000 TON</td>
<td>$111.00</td>
<td>$111,000.00</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
<td>25,000 LF-4&quot;W</td>
<td>$0.15</td>
<td>$3,750.00</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25 EA</td>
<td>$51.87</td>
<td>$1,296.75</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000 EA</td>
<td>$3.34</td>
<td>$3,340.00</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000 %</td>
<td>2.21%</td>
<td>$4,420.00</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the BID Unit Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Space and apply that % to $200,000 for the purposes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>of this bid schedule)</td>
<td>(Show % to 2 decimal places)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000 %</td>
<td>11.24%</td>
<td>$22,480.00</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the BID Unit Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Space and apply that % to $200,000 for the purposes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>of this bid schedule)</td>
<td>(Show % to 2 decimal places)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Description</td>
<td>Allowance</td>
<td>LS</td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------------------------</td>
<td>-----------</td>
<td>----</td>
<td>----</td>
<td>-----</td>
</tr>
<tr>
<td>26</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td></td>
<td></td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL BID AMOUNT FOR MICROSURFACING &amp; SLURRY SEAL CATEGORY</strong> (Sum of Bid Items 15 thru 26 inclusive)</td>
<td></td>
<td></td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td>Item No.</td>
<td>Item Description</td>
<td>Estimated Quantity*</td>
<td>Bid Unit</td>
<td>BID Unit Price</td>
<td>Total Extended BID Price</td>
</tr>
<tr>
<td>---------</td>
<td>------------------</td>
<td>---------------------</td>
<td>----------</td>
<td>----------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>27</td>
<td>Polymer Modified MasterSeal (PMM) – (Mineral Filled Asphalt Emulsion for Pavement Sealing)</td>
<td>100</td>
<td>TON</td>
<td>$682.09</td>
<td>$68,209.00</td>
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<tr>
<td>28</td>
<td>Emulsified Asphalt PASS-QB (for Fog Seal Coats)</td>
<td>100</td>
<td>TON</td>
<td>$976.83</td>
<td>$97,683.00</td>
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<tr>
<td>29</td>
<td>Emulsified Asphalt SS-1h (for Fog Seal Coats)</td>
<td>100</td>
<td>TON</td>
<td>$870.10</td>
<td>$87,010.00</td>
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<tr>
<td>30</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
<td>25,000</td>
<td>LF - 4&quot;W</td>
<td>$0.15</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>31</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$51.87</td>
<td>$1,296.75</td>
</tr>
<tr>
<td>32</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$3.34</td>
<td>$3,340.00</td>
</tr>
<tr>
<td>33</td>
<td>Traffic Control – Residential &amp; Collector Streets ** (Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td>$200,000</td>
<td>%</td>
<td>3.51%</td>
<td>$7,020.00</td>
</tr>
<tr>
<td>34</td>
<td>Traffic Control – Arterial Streets ** (Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td>$200,000</td>
<td>%</td>
<td>23.34%</td>
<td>$46,680.00</td>
</tr>
<tr>
<td>35</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR FOG SEAL COAT CATEGORY**
(Sum of Bid Items 27 thru 35 inclusive) $314,988.75
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Unit</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Crack Sealing (1/8&quot; and greater in width)</td>
<td>30,000</td>
<td>LBS</td>
<td>$1.34</td>
<td>$40,200.00</td>
</tr>
<tr>
<td>37</td>
<td>Crack Sealing (1/4&quot; and greater in width)</td>
<td>30,000</td>
<td>LBS</td>
<td>$1.09</td>
<td>$32,700.00</td>
</tr>
<tr>
<td>38</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
<td>25,000</td>
<td>LF - 4&quot;W</td>
<td>$0.15</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>39</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$51.87</td>
<td>$1,296.75</td>
</tr>
<tr>
<td>40</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$3.34</td>
<td>$3,340.00</td>
</tr>
<tr>
<td>41</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>7.13%</td>
<td>$14,263.43</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
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<td></td>
<td>(Show % to 2 decimal places) (Bid % x $200,000)</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>19.02%</td>
<td>$38,035.80</td>
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<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td></td>
<td></td>
<td>(Show % to 2 decimal places) (Bid % x $200,000)</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR CRACK SEALING CATEGORY**
(Sum of Bid Items 36 thru 43 inclusive) $133,585.98

Bidder’s Name: **REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.**

The Bidder is allowed to bid on any individual category, or any or all combination of bid categories, contained in the Bid Schedule.

The Bidder must bid all line items contained in any categories that are bid.
TRAFFIC CONTROL **

** Traffic control has been added to each of the four bid categories as shown in the bid schedule included herein. The bid percentage for traffic work will control for contract payment purposes. For example, if a Contractor bids 5.00% in the bid unit price box, and the actual price for the constructed work ends up being $200,000; then the payment to the contractor for traffic control will be $10,000 (5.00% of $200,000).

In order for comparable comparison of bids for each category, the Bidder is required to multiply the percentage bid in the Bid Unit Price box times the assumed contract amount (Estimated Quantity) of $200,000 for each Traffic Control Item and insert the product in the Total Extended Bid Price box. For example, if the Bidder bids traffic control for one of the traffic control line items at 4.50%; then the Bidder shall take 4.50% times the provided quantity amount of $200,000 and enter the resulting product of $9,000.00 in the box for the Total Extended Bid Price.

The City believes this is the best and fairest way to pay for traffic control for each bid category and enables the City to fairly compare Bid Totals for each Category, including traffic control, to select the low bidders for Contract award.

QUANTITIES *

* Please note that the estimated quantities are approximate only and will vary from these totals. The quantities listed in the bid schedule for this pavement preservation program are used only for the purposes of comparing category bid price totals to determine the lowest cost bidder(s) for each category of the work for contract award purposes.

For this 2020 PAVEMENT PRESERVATION PROGRAM, the quantities listed in the bid schedule are approximations only of the possible amount and/or value of the total work that may be assigned to the Contractor(s) during the one year contract period. The Contractor(s) should expect the quantities to vary considerably for any given line item, both during the one year contract period and from year to year if the two annual contract extensions are individually awarded. There is no guarantee or commitment on the amount of work, if any, that may be assigned to the Contractor in any given year.

BASIS FOR BID

The Bidder is required to bid at least one category and can bid any or all of the categories. The bidder must bid each and every line item within the individual Category being bid as contained in the bid schedule. The bidder shall record the total bid price for each and every category being bid.
The total bid price for each category is used only to compare bids received for the purpose of selecting one or more Contractors (likely 2 Contractors will be selected; 4 at the most) for the 2020 PAVEMENT PRESERVATION PROGRAM contract. The contract for this PAVEMENT PRESERVATION PROGRAM shall be for a one (1) year term contract, with an option to renew for a maximum of two (2) additional years, for providing pavement surface preservation, treatment, sealing, maintenance, and other items of work including all equipment, labor, supervision, materials, supplies, and maintenance services to the City of Casa Grande, on an on-call, as-needed and where-needed basis through individual task/purchase orders and assignments.

The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.

**OPTION TO RENEW**

The City of Casa Grande may elect to exercise an option to renew the contract for up to two (2) additional one (1) year periods at the conditions stated herein. The first additional one-year period shall begin one year after the original Notice to Proceed and shall be in effect for one year, and the second additional one-year period shall begin two years after the original Notice to Proceed and shall be in effect for one year.

Should the City of Casa Grande decide to exercise their option to renew the contract for the 1st renewal year and for the 2nd renewal year, the bid unit prices shall remain the same as shown on the bid schedule, or upon request by the Contractor and agreement by the City, the bid unit prices may be negotiated and agreed upon prior to the renewal and extension of the contract for each additional year. The City will consider the requested adjustments in their decision to renew the contract each program year.

The City will use as a basis for negotiation of the new contract unit pricing for the asphalt/bituminous material items ADOT’s ‘Price Adjustment for Bituminous Material’ (see the Technical Specifications section, Paragraph 10, A. General Requirements, that references potential annual adjustment of the pricing for asphalt/bituminous material based on ADOT’s ‘Price Adjustment for Bituminous Material’).

Negotiated contract unit prices for the other bid items, except for the bituminous material bid items, traffic control items, and Uniformed Off-Duty Police Officers allowance, shall be based on market adjustment factors as agreed to by the City.

In compliance with the above, the undersigned offers and agrees to furnish any and all of the items or services enumerated, and upon which prices are quoted at the unit price set opposite each item, delivered within the timeframe specified.
AVAILABILITY OF FUNDS

The bidder acknowledges and agrees that each contract year is subject to the availability of funds as approved by the City Council. In the event that funding is not appropriated, the Contract will expire at no additional cost to either party. In addition, the City reserves the right to decline its Option to Renew the Contract for the first or second additional one (1) year periods for each fiscal year covered by this bid.

ALL INCLUSIVE UNIT PRICES

Unit price bids shall cover all items needed to complete the describe work including but not limited to labor, supervision, tools, equipment, supplies, hardware, and materials for each bid schedule line item of work for the construction of chip seals, microsurfacing, slurry seal coats, fog seals, crack cleaning and sealing, traffic control striping and marking, and all other contingent and appurtenant work as applicable to the pavement preservation program. Unit prices shall include all shipping, delivery, and transportation costs.

ACCEPTANCE OF BID PROPOSAL

Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s) for one or more bid categories. For this annual pavement preservation program that includes up to two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most.

The undersigned hereby declares that representatives of the Bidder have visited the City to familiar themselves with the overall street system and have carefully examined the Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work that may be assigned by task order and/or purchase order, as either increased or decreased, in accordance with the provisions of the technical specifications for the unit bid prices stipulated in the Bid Schedule.

The undersigned understands that all work associated with 2020 PAVEMENT PRESERVATION PROGRAM, as specified for this contract, shall be in accordance with the contract documents, technical specifications, and bid documents identified for the “2020 PAVEMENT PRESERVATION PROGRAM,” all applicable Maricopa Association of Government’s Uniform Standard Specifications and Details; all applicable requirements of the Manual on Uniform Traffic Control Devices; and all applicable requirements of the ADOT Standard Drawings and Specifications; except as otherwise required by the Project Contract Documents and Technical Specifications.

The undersigned understands that this Bid Proposal Form and Bid Schedule shall be submitted with a Proposal Guarantee of Certified Check, Cashier’s Check, or Surety (Bid) Bond for an
amount not less than 10 percent of the amount bid, along with a Certification of Bid form, and a completed Affidavit of Non-Collusion.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande, the Bidder/Contractor will execute the contract documents and furnish the required bonds and certificates of insurance.

The Work shall be completed based on the type, amount, and locations of various items of work specified in individual task assignments and/or purchase orders, beginning with the day following the starting date specified in the Notice to Proceed and ending with the contract expiration date. Completion times (or dates) for each task order will be stipulated in the Notice to Proceed. The time allowed for completion of the work is intended to include lead time for obtaining all necessary materials, supplies, and/or equipment needed to complete the work in its entirety.

BID PACKAGE

The Bid Package submitted for this project shall contain the following:

- Bid Proposal Form ✓
  - Bid schedule ✓
  - Evidence of contractor licensure by the State of Arizona ✓
  - Minimum of three references with contact information for at least three pavement preservation contracts of a similar nature, size, and magnitude ✓
- Certification of Bid ✓
- Affidavit on Non-Collusion ✓
- Surety (Bid) Bond ✓
- Certificate of Insurance (COI) ✓
Bid respectfully submitted by:

Regional Pavement Maintenance of Arizona, Inc.

By: Sean Bulmann - General Manager
Officer & Title

2435 S 6th Ave.
Phoenix Az 85003
Bidder’s Full Address

ATTEST:

Aaron Avery - President
Officer & Title

Witness (if Bidder is an Individual)

*Provide addresses of corporate officers or partners if different than business address:

Aaron Avery - 7770 VENTURE STREET, COLORADO SPRINGS, CO, 80951, USA
The bidder hereby acknowledges receipt of and agrees his proposal is based on the preceding Addenda issued (line-out non-issued addendum number as appropriate):

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Issue Date</th>
<th>Acknowledgement Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUM NO. 1</td>
<td>11/13/2019</td>
<td>[Signature]</td>
</tr>
<tr>
<td>ADDENDUM NO. 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDENDUM NO. 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDENDUM NO. 4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor's/Bidder's Signature [Signature]

By: Sean Bulmann

License No. A - 316625

Classification A General

End of Bid Proposal Form
**CERTIFICATION OF BID**

**2020 PAVEMENT PRESERVATION PROGRAM**

<table>
<thead>
<tr>
<th>Corporate Name</th>
<th>Regional Pavement Maintenance of Arizona, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2435 S 6th Ave.</td>
</tr>
<tr>
<td>City, State, and Zip</td>
<td>Phoenix Az 85003</td>
</tr>
<tr>
<td>Type of Entity</td>
<td>Corporation</td>
</tr>
<tr>
<td>State of Incorporation</td>
<td>Arizona</td>
</tr>
<tr>
<td>Phone Number</td>
<td>480-263-2837</td>
</tr>
<tr>
<td>Casa Grande Business License Number (if Applicable)</td>
<td></td>
</tr>
<tr>
<td>Signature of Authorized Officer</td>
<td></td>
</tr>
<tr>
<td>Print Name of Authorized Officer</td>
<td>Sean Bulmann - General Manager</td>
</tr>
<tr>
<td>Title of Authorized Signatory</td>
<td>General Manager</td>
</tr>
</tbody>
</table>

Bidder hereby certifies to the City of Casa Grande, by signing and submitting this bid, which includes Notice of Bid, Information to Bidders, Technical Specifications, Bid Proposal Form, Issued Addenda, and Certification of Bid, that they have read, fully understand, and will comply with said invitation for bids and all associated bid documents.
AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA )
COUNTY OF Maricopa ) ss

Sean Bulmann
(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is General Manager
(TITLE)

of Regional Pavement Maintenance of Arizona, Inc.
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he/she certifies as follows:

That neither he/she nor anyone associated with the said

Regional Pavement Maintenance of Arizona, Inc.
(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project:

2020 PAVEMENT PRESERVATION PROGRAM
City of Casa Grande, Arizona

Sean Bulmann
(NAME)

General Manager
(TITLE)

Regional Pavement Maintenance of Arizona, Inc.
(NAME OF BUSINESS)

Subscribed and sworn to before me this 19 day of November, 2019

DAWN MOYNIHAN
Notary Public - Arizona
MARICOPA COUNTY
Commission # 570126
Expires October 19, 2023

My Commission Expires:

10.19.23
SURETY (BID) BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Regional Pavement Maintenance of Arizona, Inc., as Principal, (hereinafter called the Principal), and the Nationwide Mutual Insurance Company, a corporation duly organized under the laws of the State of Ohio, as Surety, (hereinafter called the Surety), are held and firmly bound unto the City of Casa Grande as Obligee, in the sum of Ten Percent (10%) of the total amount of the bid of Principal, submitted to the City of Casa Grande for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, said Principal is herewith submitting its proposal for the City of Casa Grande – 2020 PAVEMENT PRESERVATION PROGRAM.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and Certificates of Insurance as specified in the Contract Documents and Technical Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bond and Certificate of Insurance, if the Principal shall pay to the City of Casa Grande the sum of money set forth above as liquidated damages for failure of the Principal to enter into the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of November, A.D., 2019

Regional Pavement Maintenance of Arizona, Inc.  
Principal

Title President

Witness:

Nationwide Mutual Insurance Company  
Surety

Title Maggie A. Andrews, Attorney-in-Fact

Witness:

2020 PAVEMENT PRESERVATION PROGRAM
KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint.

SANDRA A. MCNALLIE
STEVEN R. SCHNEIDER
TAMRA S. CROOKS
MAGGIE A. ANDREWS
JASON J. YEZEK

COLORADO SPRINGS CO

FIVE MILLION AND NO/100 DOLLARS

$ 5,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratifed and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds and undertakings, and other obligatory instruments of similar nature in penalties not exceeding the sum of $ 5,000,000.00 and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company:

Execution of instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary, provided, however, that the signature of any of them may not be printed, engraved, or stamped on any approved document, contract, instrument or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Signature]
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to said instrument by the authority and direction of said Company.

[Signature]
Notary Public
State of New York
[Commission Expires: September 16, 2021]

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner, that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of November, 2019.

[Signature]
Laura B. Guy
Assistant Secretary
**ACORD™**

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 any rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

USI Insurance Services LLC
2375 E. Camelback Rd, Suite 250
Phoenix, AZ 85016

**CONTACT**

NAME: Cindy Greer
PHONE: 602-374-1378
FAX: 602-374-1378
E-MAIL: phx.certificates@usi.com

**INSURER(S) AFFORDDING COVERAGE**

| INSURER A | NAIC #: 10677 | INSURER B:
| --- | --- | --- |
| Cincinnatti Insurance Company | | INSURER C:
| | | INSURER D:
| | | INSURER E:
| | | INSURER F:

**INSURED**

Regional Pavement Maintenance of AZ
2435 South 6th Avenue
Phoenix, AZ 85003

**COVERAGE**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
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<td>A</td>
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<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>A</td>
<td>UMBRELLA LIAB</td>
<td>X</td>
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<tr>
<td>A</td>
<td>WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY</td>
<td>Y/N</td>
</tr>
<tr>
<td>A</td>
<td>Leased/Rented Equipment</td>
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**POLICY NUMBER**

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<tr>
<th>POLICY NUMBER</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>05/01/2020</td>
<td>SCHEDULED AUTOS; OWNED AUTOS ONLY: $1,000,000</td>
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<td>EXCESS LIABILITY; CLAIMS-MADE: $5,000,000</td>
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<td>05/17/2020</td>
<td>WORKERS’ COMPENSATION; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?: N/A</td>
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<td>05/01/2020</td>
<td>LEASED/RENTED EQUIPMENT: $250,000 Limit</td>
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**DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES**

For informational purposes only.

**CERTIFICATE HOLDER**

Proof of Insurance

**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

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ACORD 25 (2016/03) 1 of 1

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#S25604668/M25604066

PPKZP
<table>
<thead>
<tr>
<th>Firm/Government Agency Name:</th>
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<tbody>
<tr>
<td><strong>City of Buckeye</strong></td>
<td>623-340-8000</td>
</tr>
<tr>
<td><strong>CITY OF SURPRISE</strong></td>
<td>623-222-1030</td>
</tr>
<tr>
<td><strong>CITY OF PHOENIX</strong></td>
<td>602-377-6299</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>LUIS AGUILAR</td>
<td></td>
</tr>
<tr>
<td>FERMIN CAMACHO</td>
<td></td>
</tr>
<tr>
<td>RENE MADRID</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>E-Mail Address:</th>
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<tbody>
<tr>
<td>City of Buckeye</td>
<td><a href="mailto:Laguilar@buckeye.az.gov">Laguilar@buckeye.az.gov</a></td>
</tr>
<tr>
<td>530 East Monroe Avenue,</td>
<td></td>
</tr>
<tr>
<td>Buckeye, AZ 85326</td>
<td></td>
</tr>
<tr>
<td>623-340-8300</td>
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<tr>
<td>City of Surprise</td>
<td><a href="mailto:Fermin.Camacho@surpriseaz.gov">Fermin.Camacho@surpriseaz.gov</a></td>
</tr>
<tr>
<td>16000 N Civic Center Plaza</td>
<td></td>
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<tr>
<td>Surprise, AZ 85374</td>
<td></td>
</tr>
<tr>
<td>623-222-1000</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>$ Value of Work, Supplies/Services and Dates Provided:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 - CURRENT - $1,000,000.00 + YEARLY</td>
</tr>
<tr>
<td>2016 - CURRENT - $1,000,000.00 + YEARLY</td>
</tr>
<tr>
<td>$1,000,000.00 + YEARLY</td>
</tr>
<tr>
<td>CONTRACTOR</td>
</tr>
<tr>
<td>------------</td>
</tr>
</tbody>
</table>
| **Regional Pavement Maintenance Of Arizona Inc**  
2435 S 6th Ave  
Phoenix, AZ 85003-2848  
Phone: (480) 963-6416 | **CLASS & DESCRIPTION**  
**General Commercial A General Engineering** |
| **ENTITY TYPE**  
Corporation | **ISSUED / RENEWAL**  
First Issued: 2017-12-06  
Renewed Through: 2019-12-31 |
| **STATUS / ACTION**  
Active |
QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Aaron Shawn Avery  
Position: Officer, Qualifying Party  
Other Licenses:  
271334 (contractor-search?id=a0Y1000000ACI4dEAH) (Avery Asphalt Inc)  
304720 (contractor-search?id=a0Y1000000ACWABEAS) (Avery Asphalt Inc)  
195952 (contractor-search?id=a0Y1000000ACW1zEAH) (Regional Pavement Maintenance Of Arizona Inc)  
195953 (contractor-search?id=a0Y1000000ACJ1FEAX) (Regional Pavement Maintenance Of Arizona Inc)  
262947 (contractor-search?id=a0Y1000000ACb0VEAT) (Regional Pavement Maintenance Of Arizona Inc)  
267126 (contractor-search?id=a0Y1000000ACKQSEA5) (Regional Pavement Maintenance Of Arizona Inc)

Name: Stephen Richard Leone  
Position: FORMER Officer, Qualifying Party  
Disassociation Date: 2017-06-20

Name: Stephen Richard Leone  
Position: FORMER Officer, Qualifying Party  
Disassociation Date: 2017-06-20

Name: Joseph Phillip Digiugno  
Position: FORMER Officer  
Disassociation Date: 2019-01-15

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

CLOSED CASES

0 Open Cases  
0 Disciplined Cases  
0 Resolved / Settled Cases

BOND INFORMATION

How to collect from a license bond (https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)
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<thead>
<tr>
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<td>AMCO INSURANCE</td>
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<td>Status</td>
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<td>Amount</td>
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<td>Paid</td>
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<tr>
<td>Available</td>
<td>$ 100000.00</td>
</tr>
</tbody>
</table>
BID PROPOSAL FORM

2020 PAVEMENT PRESERVATION PROGRAM

Place Phoenix Arizona

Date November 18, 2019

City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with the City's invitation for bids and all conditions of the Contract Documents and Technical Specifications, the undersigned Southwest Slurry Seal, Inc. , a corporation organized under the laws of the State of Arizona; or a partnership consisting of Richard Francis, President, R. Earl McCullough, Secretary, Mike Markham, *; Treasurer or an individual trading as ....................................................... in the City of ........................................;

having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all equipment, supplies, materials, labor, and everything necessary for completion of the work described in the "NOTICE OF BID" for the City of Casa Grande, and to construct the same and install the equipment and materials therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through and under the direction and supervision of its Engineer, or their properly authorized agents, and strictly pursuant to and in conformity with the Contract Documents and Technical Specifications prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the prices stipulated for the work described on the bid schedule contained on the following pages:

*Insert names of president, secretary and treasurer of corporation

2020 PAVEMENT PRESERVATION PROGRAM
### BID SCHEDULE

**Bidder’s Name:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Unit(s)</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Liquid Asphalt PG64-16TR (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100</td>
<td>TON</td>
<td>$ No Bid</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>2</td>
<td>Polymer Modified Asphalt Rubber (for Asphalt Chip Seal w/ HVT Chips)</td>
<td>100</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Rubberized Asphalt Binder, Field Blend (for Asphalt Chip Seal w/ LVT Chips)</td>
<td>100</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Emulsified Asphalt CRS-2p (for Asphalt Chip Seal)</td>
<td>100</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Cover Chips – LVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Cover Chips – LVT (Pre-Coated) (for Asphalt Chip Seal)</td>
<td>500</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Cover Chips – HVT (Non-Coated) (for Asphalt Chip Seal)</td>
<td>500</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Cover Chips – HVT (Pre-Coated) (for Asphalt Chip Seal)</td>
<td>500</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Pavement Striping (4” painted line width equivalent)</td>
<td>25,000</td>
<td>LF - 4”W</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Traffic Control – Residential &amp; Collector Streets ** (Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for this bid schedule)</td>
<td>$200,000</td>
<td>%</td>
<td>(Show % to 2 decimal places)</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td>13</td>
<td>Traffic Control – Arterial Streets ** (Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for this bid schedule)</td>
<td>$200,000</td>
<td>%</td>
<td>(Show % to 2 decimal places)</td>
<td>(Bid % x $200,000)</td>
</tr>
</tbody>
</table>
## CITY OF CASA GRANDE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Unit(s)</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td></td>
<td>LS</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR ASPHALT CHIP SEAL CATEGORY**
(Sum of Bid Items 1 thru 14 inclusive)

$ No Bid

### MICROSTURFACING & SLURRY SEAL CATEGORY

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Unit(s)</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Emulsified Asphalt PMCQS-1h (RTE) – Polymerized (for Microsurfacing)</td>
<td>100</td>
<td>TON</td>
<td>$ 850.00</td>
<td>$ 85,000.00</td>
</tr>
<tr>
<td>16</td>
<td>Aggregate Microsurfacing (Type III) (Mineral Filler and Aggregate)</td>
<td>1,000</td>
<td>TON</td>
<td>$ 74.00</td>
<td>$ 74,000.00</td>
</tr>
<tr>
<td>17</td>
<td>Emulsified Asphalt LMQS-1h (for Slurry Seal Coat)</td>
<td>100</td>
<td>TON</td>
<td>$ 750.00</td>
<td>$ 75,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Emulsified Asphalt PMCQS-1h (for Slurry Seal Coat)</td>
<td>100</td>
<td>TON</td>
<td>$ 750.00</td>
<td>$ 75,000.00</td>
</tr>
<tr>
<td>19</td>
<td>Aggregate Type II (for Slurry Seal Coat)</td>
<td>1,000</td>
<td>TON</td>
<td>$ 70.00</td>
<td>$ 70,000.00</td>
</tr>
<tr>
<td>20</td>
<td>Aggregate Type III (for Slurry Seal Coat)</td>
<td>1,000</td>
<td>TON</td>
<td>$ 65.00</td>
<td>$ 65,000.00</td>
</tr>
<tr>
<td>21</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
<td>25,000</td>
<td>LF-4&quot;W</td>
<td>$0.16</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>22</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$ 90.00</td>
<td>$ 2,250.00</td>
</tr>
<tr>
<td>23</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$ 3.45</td>
<td>$ 3,450.00</td>
</tr>
<tr>
<td>24</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td></td>
<td>%</td>
<td>% 1.00</td>
<td>$ 2000.00               (Show % to 2 decimal places) (Bid % x $200,000)</td>
</tr>
<tr>
<td>25</td>
<td>Traffic Control – Arterial Streets **</td>
<td></td>
<td>%</td>
<td>% 2.00</td>
<td>$ 4000.00               (Show % to 2 decimal places) (Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------------------------</td>
<td>-----------</td>
<td>----</td>
<td>---</td>
<td>-----</td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR MICROSURFACING & SLURRY SEAL CATEGORY** (Sum of Bid Items 15 thru 26 inclusive) $459,700.00
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Unit(s)</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Polymer Modified MasterSeal (PMM) – (Mineral Filled Asphalt Emulsion for Pavement Sealing)</td>
<td>100</td>
<td>TON</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>28</td>
<td>Emulsified Asphalt PASS-QB (for Fog Seal Coats)</td>
<td>100</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>Emulsified Asphalt SS-1h (for Fog Seal Coats)</td>
<td>100</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>30</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
<td>25,000</td>
<td>LF - 4&quot;W</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>31</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>32</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>33</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>%</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>%</td>
<td>(Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price Space and apply that % to $200,000 for the purposes of this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Uniformed Off-Duty Police Officers (allowance for each task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR FOG SEAL COAT CATEGORY**
(Sum of Bid Items 27 thru 35 inclusive) $ N/A

2020 PAVEMENT PRESERVATION PROGRAM Page 27
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity*</th>
<th>Bid Unit</th>
<th>BID Unit Price</th>
<th>Total Extended BID Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Crack Sealing (1/8&quot; and greater in width)</td>
<td>30,000</td>
<td>LBS</td>
<td>$2.35</td>
<td>$70,500.00</td>
</tr>
<tr>
<td>37</td>
<td>Crack Sealing (1/4&quot; and greater in width)</td>
<td>30,000</td>
<td>LBS</td>
<td>$2.00</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>38</td>
<td>Pavement Striping (4&quot; painted line width equivalent)</td>
<td>25,000</td>
<td>LF-4&quot;W</td>
<td>$0.15</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>39</td>
<td>Pavement Symbols (replace obliterated markings)</td>
<td>25</td>
<td>EA</td>
<td>$49.00</td>
<td>$1,225.00</td>
</tr>
<tr>
<td>40</td>
<td>Raised Pavement Markers, ADOT Type G</td>
<td>1,000</td>
<td>EA</td>
<td>$3.50</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>41</td>
<td>Traffic Control – Residential &amp; Collector Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>% 1.00</td>
<td>$200,000.00 (Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Space and apply that % to $200,000 for the purposes of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Traffic Control – Arterial Streets **</td>
<td>$200,000</td>
<td>%</td>
<td>% 15.00</td>
<td>$30,000.00 (Bid % x $200,000)</td>
</tr>
<tr>
<td></td>
<td>(Contractor to insert the bid % in the Bid Unit Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Space and apply that % to $200,000 for the purposes of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>this bid schedule)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Uniformed Off-Duty Police Officers (allowance for each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>task order)</td>
<td>Allowance</td>
<td>LS</td>
<td>$N/A</td>
<td>$N/A</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR CRACK SEALING CATEGORY**
(Sum of Bid Items 36 thru 43 inclusive)

$170,975.00

Bidder’s Name: _Southwest Slurry Seal, Inc._

The Bidder is allowed to bid on any individual category, or any or all combination of bid categories, contained in the Bid Schedule.

The Bidder must bid all line items contained in any categories that are bid.
IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Southwest Slurry Seal Inc
22855 N 21st Ave
Phoenix, AZ 85027-2034

IMPORTANT NOTICE
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2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

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22855 N 21st Ave
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Southwest Slurry Seal Inc
22855 N 21st Ave
Phoenix, AZ 85027-2034
Minimum of three references with contact information for at least three (3) 2020 PAVEMENT PRESERVATION PROGRAMs or street maintenance contracts of a similar Nature, size and magnitude.

1. Pinal County: 31 N. Pinal St., Building A, PO Box 1348, Florence, AZ 85132. Joe Ramirez, Pavement Management Supervisor, 520-866-6515, joe.ramirez@pinalcountyaz.gov Contract #ROQ 175923 County Wide

2. City of Phoenix: Street Maintenance, 1034 E Madison St., Phoenix, AZ 85034. Perfect Arroyo, Construction Inspector Supervisor, 602-534-7067, perfect.arroyo@phoenix.gov Contract #143043 4108JC134

3. City of Glendale: 5850 W. Glendale Ave., Glendale, AZ 85301. Daniel Gerhard, Project Manager, 602-828-2480, dgerhard@glendaleaz.com Project #161724
TRAFFIC CONTROL **

** Traffic control has been added to each of the four bid categories as shown in the bid schedule included herein. The bid percentage for traffic work will control for contract payment purposes. For example, if a Contractor bids 5.00% in the bid unit price box, and the actual price for the constructed work ends up being $200,000; then the payment to the contractor for traffic control will be $10,000 (5.00% of $200,000).

In order for comparable comparison of bids for each category, the Bidder is required to multiply the percentage bid in the Bid Unit Price box times the assumed contract amount (Estimated Quantity) of $200,000 for each Traffic Control Item and insert the product in the Total Extended Bid Price box. For example, if the Bidder bids traffic control for one of the traffic control line items at 4.50%; then the Bidder shall take 4.50% times the provided quantity amount of $200,000 and enter the resulting product of $9,000.00 in the box for the Total Extended Bid Price.

The City believes this is the best and fairest way to pay for traffic control for each bid category and enables the City to fairly compare Bid Totals for each Category, including traffic control, to select the low bidders for Contract award.

QUANTITIES *

* Please note that the estimated quantities are approximate only and will vary from these totals. The quantities listed in the bid schedule for this pavement preservation program are used only for the purposes of comparing category bid price totals to determine the lowest cost bidder(s) for each category of the work for contract award purposes.

For this 2020 PAVEMENT PRESERVATION PROGRAM, the quantities listed in the bid schedule are approximations only of the possible amount and/or value of the total work that may be assigned to the Contractor(s) during the one year contract period. The Contractor(s) should expect the quantities to vary considerable for any given line item, both during the one year contract period and from year to year if the two annual contract extensions are individually awarded. There is no guarantee or commitment on the amount of work, if any, that may be assigned to the Contractor in any given year.

BASIS FOR BID

The Bidder is required to bid at least one category and can bid any or all of the categories. The bidder must bid each and every line item within the individual Category being bid as contained in the bid schedule. The bidder shall record the total bid price for each and every category being bid.
The total bid price for each category is used only to compare bids received for the purpose of selecting one or more Contractors (likely 2 Contractors will be selected; 4 at the most) for the 2020 PAVEMENT PRESERVATION PROGRAM contract. **The contract for this PAVEMENT PRESERVATION PROGRAM shall be for a one (1) year term contract, with an option to renew for a maximum of two (2) additional years**, for providing pavement surface preservation, treatment, sealing, maintenance, and other items of work including all equipment, labor, supervision, materials, supplies, and maintenance services to the City of Casa Grande, on an on-call, as-needed and where-needed basis through individual task/purchase orders and assignments.

The Contractor has the right to provide written notice to the City should the Contractor not want to accept a one-year extension to the contract for any reason if one is offered.

**OPTION TO RENEW**

The City of Casa Grande may elect to exercise an option to renew the contract for up to two (2) additional one (1) year periods at the conditions stated herein. The first additional one-year period shall begin one year after the original Notice to Proceed and shall be in effect for one year, and the second additional one-year period shall begin two years after the original Notice to Proceed and shall be in effect for one year.

Should the City of Casa Grande decide to exercise their option to renew the contract for the 1st renewal year and for the 2nd renewal year, the bid unit prices shall remain the same as shown on the bid schedule, or upon request by the Contractor and agreement by the City, the bid unit prices may be negotiated and agreed upon prior to the renewal and extension of the contract for each additional year. The City will consider the requested adjustments in their decision to renew the contract each program year.

The City will use as a basis for negotiation of the new contract unit pricing for the asphalt/bituminous material items ADOT’s ‘Price Adjustment for Bituminous Material’ (see the Technical Specifications section, Paragraph 10, A. General Requirements, that references potential annual adjustment of the pricing for asphalt/bituminous material based on ADOT’s ‘Price Adjustment for Bituminous Material’).

Negotiated contract unit prices for the other bid items, except for the bituminous material bid items, traffic control items, and Uniformed Off-Duty Police Officers allowance, shall be based on market adjustment factors as agreed to by the City.

In compliance with the above, the undersigned offers and agrees to furnish any and all of the items or services enumerated, and upon which prices are quoted at the unit price set opposite each item, delivered within the timeframe specified.
AVAILABILITY OF FUNDS

The bidder acknowledges and agrees that each contract year is subject to the availability of funds as approved by the City Council. In the event that funding is not appropriated, the Contract will expire at no additional cost to either party. In addition, the City reserves the right to decline its Option to Renew the Contract for the first or second additional one (1) year periods for each fiscal year covered by this bid.

ALL INCLUSIVE UNIT PRICES

Unit price bids shall cover all items needed to complete the describe work including but not limited to labor, supervision, tools, equipment, supplies, hardware, and materials for each bid schedule line item of work for the construction of chip seals, microsurfacing, slurry seal coats, fog seals, crack cleaning and sealing, traffic control striping and marking, and all other contingent and appurtenant work as applicable to the pavement preservation program. Unit prices shall include all shipping, delivery, and transportation costs.

ACCEPTANCE OF BID PROPOSAL

Award of this contract will be to the qualified bidder(s) with the lowest base bid amount(s) for one or more bid categories. For this annual pavement preservation program that includes up to two annual options for renewal, the City reserves the right to award one or more contracts for this program. The number of contracts awarded will likely be two; four at the most.

The undersigned hereby declares that representatives of the Bidder have visited the City to familiar themselves with the overall street system and have carefully examined the Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work that may be assigned by task order and/or purchase order, as either increased or decreased, in accordance with the provisions of the technical specifications for the unit bid prices stipulated in the Bid Schedule.

The undersigned understands that all work associated with 2020 PAVEMENT PRESERVATION PROGRAM, as specified for this contract, shall be in accordance with the contract documents, technical specifications, and bid documents identified for the "2020 PAVEMENT PRESERVATION PROGRAM," all applicable Maricopa Association of Government’s Uniform Standard Specifications and Details; all applicable requirements of the Manual on Uniform Traffic Control Devices; and all applicable requirements of the ADOT Standard Drawings and Specifications; except as otherwise required by the Project Contract Documents and Technical Specifications.

The undersigned understands that this Bid Proposal Form and Bid Schedule shall be submitted with a Proposal Guarantee of Certified Check, Cashier's Check, or Surety (Bid) Bond for an
amount not less than 10 percent of the amount bid, along with a Certification of Bid form, and a completed Affidavit of Non-Collusion.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande, the Bidder/Contractor will execute the contract documents and furnish the required bonds and certificates of insurance.

The Work shall be completed based on the type, amount, and locations of various items of work specified in individual task assignments and/or purchase orders, beginning with the day following the starting date specified in the Notice to Proceed and ending with the contract expiration date. Completion times (or dates) for each task order will be stipulated in the Notice to Proceed. The time allowed for completion of the work is intended to include lead time for obtaining all necessary materials, supplies, and/or equipment needed to complete the work in its entirety.

**BID PACKAGE**

The Bid Package submitted for this project shall contain the following:

- **Bid Proposal Form**
  - Bid schedule
  - Evidence of contractor licensure by the State of Arizona
  - Minimum of three references with contact information for at least three pavement preservation contracts of a similar nature, size, and magnitude
- Certification of Bid
- Affidavit on Non-Collusion
- Surety (Bid) Bond
- Certificate of Insurance (COI)
Bid respectfully submitted by:

Contractor’s Firm Name (Bidder)  Southwest Slurry Seal, Inc.

By: Richard Francis, President
Officer & Title

ATTEST:

R. Earl McCullough, Secretary
Officer & Title

2855 N. 21st Ave., Phoenix, AZ 85027
Bidder’s Full Address

Witness (if Bidder is an Individual)

*Provide addresses of corporate officers or partners if different than business address:
The bidder hereby acknowledges receipt of and agrees his proposal is based on the preceding Addenda issued (line-out non-issued addendum number as appropriate):

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Issue Date</th>
<th>Acknowledgement Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUM NO. 1</td>
<td>November 13, 2019</td>
<td>[Signature]</td>
</tr>
<tr>
<td>ADDENDUM NO. 2</td>
<td></td>
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<tr>
<td>ADDENDUM NO. 3</td>
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<tr>
<td>ADDENDUM NO. 4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor's/Bidder's Signature [Signature]

By: Richard Francis

License No. ROC081093A

Classification General Engineering

*End of Bid Proposal Form*
CERTIFICATION OF BID

**2020 PAVEMENT PRESERVATION PROGRAM**

<table>
<thead>
<tr>
<th>Corporate Name</th>
<th>Southwest Slurry Seal, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>22855 N. 21st Avenue</td>
</tr>
<tr>
<td>City, State, and Zip</td>
<td>Phoenix, AZ 85027</td>
</tr>
<tr>
<td>Type of Entity</td>
<td>S Corporation</td>
</tr>
<tr>
<td>State of Incorporation</td>
<td>Arizona</td>
</tr>
<tr>
<td>Phone Number</td>
<td>623-582-1919</td>
</tr>
<tr>
<td>Casa Grande Business</td>
<td></td>
</tr>
<tr>
<td>License Number (if Applicable)</td>
<td>RL-17-54573</td>
</tr>
<tr>
<td>Signature of Authorized Officer</td>
<td></td>
</tr>
<tr>
<td>Print Name of Authorized Officer</td>
<td>Richard Francis</td>
</tr>
<tr>
<td>Title of Authorized Signatory</td>
<td>President</td>
</tr>
</tbody>
</table>

Bidder hereby certifies to the City of Casa Grande, by signing and submitting this bid, which includes Notice of Bid, Information to Bidders, Technical Specifications, Bid Proposal Form, Issued Addenda, and Certification of Bid, that they have read, fully understand, and will comply with said invitation for bids and all associated bid documents.
AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA     )   ss
COUNTY OF Maricopa   )

Richard Francis
(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is President
(TITLE)

of Southwest Slurry Seal, Inc.
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he/she certifies as follows:
That neither he/she nor anyone associated with the said

Southwest Slurry Seal, Inc.
(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free competitive bidding in connection with the Project:

2020 PAVEMENT PRESERVATION PROGRAM

City of Casa Grande, Arizona

Richard Francis
(NAME)

President
(TITLE)

Southwest Slurry Seal, Inc.
(NAME OF BUSINESS)

Subscribed and sworn to before me this 18th day of November, 2019

DONNA R BORNmann
(NOTARY PUBLIC)

My Commission Expires:
March 24, 2020
SURETY (BID) BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Southwest Slurry Seal, Inc. as Principal, (hereinafter called the Principal), and the Merchants Bonding Company (Mutual) duly organized under the laws of the State of Iowa, as Surety, (hereinafter called the Surety), are held and firmly bound unto the City of Casa Grande as Obligee, in the sum of Ten Percent (10%) of the total amount of the bid of Principal, submitted to the City of Casa Grande for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, said Principal is herewith submitting its proposal for the City of Casa Grande — 2020 PAVEMENT PRESERVATION PROGRAM.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and Certificates of Insurance as specified in the Contract Documents and Technical Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bond and Certificate of Insurance, if the Principal shall pay to the City of Casa Grande the sum of money set forth above as liquidated damages for failure of the Principal to enter into the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of November, A.D., 2019

Southwest Slurry Seal, Inc.
Principal

[Signature]
Title Richard Fraczyk President

Witness:

[Signature]

Merchants Bonding Company
Surety

[Signature]
Title Megan L Bredeson Attorney-In-Fact

Witness:

[Signature]
Sarah Smith

2020 PAVEMENT PRESERVATION PROGRAM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bridgett Spagel; Corinne B Hayhurst; Jacob H Grover; Jeffery L Steed; Lori Speide; Megan L Bredeson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of October , 2017 .

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 12th day of October 2017 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

ALICIA K. GRAM
Commission Number 767430
My Commission Expires April 1, 2020

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of November , 2019 .

POA 0018 (3/17)
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Crest Insurance Group, LLC
7272 E Indian School Rd, Ste 375
Scottsdale AZ 85251

INSURED
Southwest Slurry Seal, Inc.
SWS Equipment Corporation
22855 N 21st Ave
Phoenix AZ 85027

CONTACT NAME: Michelle Reif
PHONE: (602) 881-5760
FAX: (602) 325-3757
E-MAIL: mreif@crestins.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Navigators Insurance Co.
NAIC #: 42307

INSURER B: Westfield Insurance Company
NAIC #: 584

INSURER C: Cincinnati Insurance Company
NAIC #: 10677

INSURER D: Charter Oak Fire Insurance Company
NAIC #: 140

CERTIFICATE NUMBER: 1504888160

COVERAGES

INSR. LTR | TYPE OF INSURANCE | ADD. SUB. INSR. | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
---------|------------------|---------------|---------------|------------------------|------------------------|-------|
B        | COMMERCIAL GENERAL LIABILITY |              | CMM5576586    | 5/31/2019              | 5/31/2020              | $1,000,000 |
| 2,500 Deductible |              |               |               |                        |                        |       |

C        | AUTOMOBILE LIABILITY |              | CMM5576586    | 5/31/2019              | 5/31/2020              | $1,000,000 |
| ANY AUTO    |              |               |               |                        |                        |       |
| OWNED AUTOS ONLY |              |               |               |                        |                        |       |
| HIRED AUTOS ONLY |              |               |               |                        |                        |       |

C        | UMBRELLA LIABITY |              | EXS 0440202   | 5/31/2019              | 5/31/2020              | $5,000,000 |
| EXCESS LIABILITY |              |               |               |                        |                        |       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) ongoing and completed operations. Coverage is Primary & Non-Contributory when required in a written contract or agreement (General Liability, Automobile Liability). Waiver of Subrogation applies when required in a written contract or agreement (General Liability & Automobile Liability). This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

RE: 2020 PAVEMENT PRESERVATION PROGRAM
See Attached...

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

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### ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crest Insurance Group, LLC</td>
<td>Southwest Slurry Seal, Inc.</td>
</tr>
<tr>
<td></td>
<td>SWS Equipment Corporation</td>
</tr>
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<td></td>
<td>22855 N 21st Ave</td>
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<tr>
<td></td>
<td>Phoenix AZ 85027</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CARRIER</th>
<th>NAIC CODE</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
</table>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CITY OF CASA GRANDE IS ADDITIONAL INSURED AND COVERAGE APPLIES PER ABOVE AND ATTACHED ENDORSEMENTS

---

The ACORD name and logo are registered marks of ACORD
COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
   - Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
   - Increased to 60 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
   - Contractual Personal and Advertising Injury
   - Exclusions

H. Supplementary Payments
   - Bail Bonds - $2,500
   - Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
   - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
   - Managers or Lessors of Premises
   - Mortgagee, Assignee or Receiver
   - Owners or Other Interests From Whom Land Has Been Leased
   - Co-Owners of Insured Premises
   - Lessor of Leased Equipment

J. Who Is An Insured broadened
   - Joint Ventures / Partnership / Limited Liability Company
   - Health Care Professionals (Incidental Medical Malpractice)
   - Individual Owners of Building are Insured’s
   - Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
   - Bodily Injury redefined
   - Insured Contract redefined
   - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under SECTION 1, COVERAGEs, COVERAGE
A. BODILY INJURY AND PROPERTY DAMAGE

exclusion a. is replaced with the following:

   a. Expected Or Intended Injury

   “Bodily Injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force for the purpose of protecting persons or property.
B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a) is replaced with the following:

(a) Less than 80 feet long; and

D. NON-OWNED AIRCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft, the following is added:

(8) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j. is deleted and replaced by the following:

j. Damage To Property:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because “your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

(i) “property damage” to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) “property damage” (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were not occupied, rented or held for rental by you beyond one year from the date “your work” was completed.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard.”

F. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.
G. PERSONAL AND ADVERTISING INJURY

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability is deleted.

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises
Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties
Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. ADDITIONAL INSURED - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person’s or organization’s status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any “occurrence” which takes place after the equipment lease expires; or

(2) To “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or
(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:

e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:
a. **Primary Insurance**
   
   This insurance is primary and non-contributory except when b. below applies.

b. **Excess Insurance**
   
   This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:
   
   (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;

   (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

   (3) If the loss arises out of the maintenance or use of aircraft, “autos,” or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.

   (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

   When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other defends, we will undertake to do so, but we will be entitled to the other insured’s rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

   (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (2) The total of all deductibles and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 8. Representations, the following is added:

   d. Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior “occurrences” is not intentional.

**N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

**O. LIBERALIZATION**

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage as of the date the broadened coverage is effective in your state.

**P. DEFINITIONS**

Under **SECTION V - DEFINITIONS**, item 3. is deleted and replaced with the following:

   3. “Bodily Injury” means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. “Bodily injury” includes mental anguish or other mental injury resulting from “bodily injury”.

Under **SECTION V - DEFINITIONS**, item 9. is deleted and replaced with the following:

   9. “Insured Contract” means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

   b. A sidetrack agreement;

   c. Any easement or license agreement;
d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

Under SECTION V - DEFINITIONS, item 14, the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
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<tr>
<th>SCHEDULE</th>
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<tbody>
<tr>
<td>Name Of Additional Insured Person(s) Or Organization(s)</td>
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<tr>
<td>All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.</td>
</tr>
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</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

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<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) And Description Of Covered Operations</th>
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<tr>
<td>All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.</td>
<td>All Locations</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;
   or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section - III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

A. Who Is An Insured broadened:
   • Additional Insured by Contract, Agreement or Permit
   • Legally Incorporated Subsidiaries
   • Newly Acquired Organizations

B. Supplementary Payments
   • Bail Bonds - $5000
   • Loss of Earnings - $500

C. Fellow Employee Exclusion Amendment

D. Coverage Extensions
   • Transportation Expenses
   • Personal Effects (Excess Basis)

E. Additional coverages
   • Expenses paid for returning a stolen covered auto
   • Fire Department Service Charge

F. Airbag Coverage - Accidental Discharge

G. Glass Repair - Waiver of Deductible

H. Knowledge and Notice of an Accident, Claim or Suit

I. Unintentional Failure To Disclose Hazards

J. Worldwide Coverage

K. Definitions
   • Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

• Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
• Auto Loan/Lease Gap Coverage - CA 20 71
• Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
• Employee Hired Autos - CA 20 54
• Employees As Insureds - CA 99 33
• Hired Auto Physical Damage (Refer to Auto Declarations page)
• Rental Reimbursement Coverage - CA 99 23
• Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

CA 70 77 10 13
Page 1 of 3
Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, sub-paragraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

b. Personal Effects

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges.
(a) Assumed by contract or agreement prior to loss; or
(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3a. is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item D. Deductible the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership; or
(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under SECTION V - DEFINITIONS, Item C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Named Insured:</th>
<th>Southwest Slurry Seal, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
<td>05/31/2019</td>
</tr>
</tbody>
</table>

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

As per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFRS 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
ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CONTACT NAME: Certificates
PHONE (ACC. No. Ext.): 602-273-1625
FAX (ACC. No. Ext.): 602-273-0212
E-MAIL ADDRESS: cert@INSURICA.com

INSURED
Southwest Slurry Seal, Inc.
22855 N. 21st Avenue
Phoenix AZ 85027

INSURER(S) AFFORDING COVERAGE
INSURER A: Imperium Insurance Company
35408

COVERAGE
CERTIFICATE NUMBER: 8490764322

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies in favor of the certificate holder on the employers liability/workers compensation if required in a written contract and/or agreement. Per attached form(s): WC000313 4/84.

RE: 2020 PAVEMENT PRESERVATION PROGRAM

CERTIFICATE HOLDER

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2019 Policy No. IERD01003775
Insured Southwest Slurry Seal Inc
Insurance Company Imperium Insurance Company

Endorsement No. Premium $

Countersigned by

WC 00 03 13
(Ed. 4-84)
CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the ___ day of ____, 20___, by and between Ace Asphalt of Arizona, Inc. (hereinafter known as “Contractor”), a Arizona Corporation authorized to do business in the state of Arizona, whose address is 3030 South 7th Street Phoenix, AZ 85040, and the City of Casa Grande (hereinafter known as “City”), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as “2020 Pavement Preservation Program”.

1. Term and Scope of Contractor's Services.

This initial term of this contract shall be for one year starting from the contract date above. The term of this contract may be extended by two (2) one (1) year extensions at that sole discretion of the City. The contractor agrees to provide services to the City for the performance of 2020 Pavement Preservation Program, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services.

Payment to the Contractor for services rendered under this Agreement shall made on a unit-price basis in accordance with bid-pricing for actual work performed as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.
4. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records.
and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.


Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.


This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.


In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts
of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.


14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor’s insurer shall have a minimum A.M. Best’s rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor’s employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- $1,000,000 for each occurrence of bodily injury and property damage; and
- $1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor’s services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the
increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor’s insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande’s benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor’s financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also
require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non- Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor’s installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.


Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:
a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and

b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.


All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest
with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for any other contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with any other contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

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

24. Indemnification.

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in
the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney’s fees and costs of defense) to the extent caused by the City’s negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City’s own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.


In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor’s receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona’s Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney’s Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
29. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 33, and 34 as well the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

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 compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. Compliance with A.R.S. 35-393 and 35-393.01.

Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor
acknowledges that it has signed a written certification, which is attached hereto as Exhibit C and incorporated herein, to that effect.

Dated this the ___ day of __, 20__.

City of Casa Grande, an Arizona municipal corporation.

Ace Asphalt of Arizona, Inc. an Arizona Corporation

By: ______________________________
   Larry D. Rains,
   City Manager

By: ______________________________
   Name: _______________________
   Title: ________________________

Attest:

______________________________
Gloria Leija, City Clerk

Approved as to form:

______________________________
Brett Wallace, City Attorney

State of _______________    )
        ) ss
County of ________________) Acknowledgment

On this _____ day of _____, _____, _____ personally appeared before the undersigned and acknowledged _____self to be the _____ of _____, and being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No. _____) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

______________________________
Notary Public

My commission expires: _________________
EXHIBIT “B”—PAYMENT SCHEDULE
EXHIBIT “C” – A.R.S §35-393 and 35-393.01 CERTIFICATION

Definitions contained in A.R.S. 35-393:

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 and 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:

_____ 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.

_____ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

_________________________________________    _________________________________
Company Name                                   Signature of Person Authorized to Sign

_________________________________________    _________________________________
Company Street Address                          Printed Name of Signatory

_________________________________________    _________________________________
City, State, Zip                                 Title of Signatory
CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the ___ day of ____, 20___, by and between Cactus Asphalt, A Division of Cactus Transport, Inc (hereinafter known as “Contractor”), a Arizona Corporation authorized to do business in the state of Arizona, whose address is 8211 W Sherman St. Tolleson, AZ 85353, and the City of Casa Grande (hereinafter known as “City”), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as “2020 Pavement Preservation Program”.

1. Term and Scope of Contractor’s Services.

This initial term of this contract shall be for one year starting from the contract date above. The term of this contract may be extended by two (2) one (1) year extensions at that sole discretion of the City. The contractor agrees to provide services to the City for the performance of 2020 Pavement Preservation Program, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services.

Payment to the Contractor for services rendered under this Agreement shall be on a unit-price basis in accordance with bid-pricing for actual work performed as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor’s service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.
4. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service
recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.


Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.


This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.


14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor’s insurer shall have a minimum A.M. Best’s rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor’s employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- $1,000,000 for each occurrence of bodily injury and property damage; and
- $1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor’s services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten
years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande’s designated recipient certificates from contractor’s insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers’ compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, “the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande’s benefit.
14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor’s financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor’s installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.


Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and
damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and

b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.


All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this
Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present of former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for any other contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with any other contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

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

24. Indemnification.

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use
resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney’s fees and costs of defense) to the extent caused by the City’s negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City’s own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.


In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor’s receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona’s Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney’s Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or
applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 33, and 34 as well the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

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 compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor’s or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City’s random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. Compliance with A.R.S. 35-393 and 35-393.01.
Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that it has signed a written certification, which is attached hereto as Exhibit C and incorporated herein, to that effect.

Dated this the ___ day of ____, 20__.

City of Casa Grande, an Arizona municipal corporation.

Cactus Asphalt, a division of Cactus Transport Inc. an Arizona Corporation

By: ______________________________
    Larry D. Rains, 
    City Manager

Attest:

______________________________
Gloria Leija, City Clerk

Approved as to form:

______________________________
Brett Wallace, City Attorney

State of _______________    )
    ) ss
County of _______________)

Acknowledgment

On this _____ day of _____, _____, _____ personally appeared before the undersigned and acknowledged _____ self to be the _____ of _____, and being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No. _____) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

______________________________
Notary Public

My commission expires: _________________
EXHIBIT “C” – A.R.S §35-393 and 35-393.01 CERTIFICATION

Definitions contained in A.R.S. 35-393:

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 and 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:

_____ 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.

_____ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

__________________________________________  ____________________________________________
Company Name  Signature of Person Authorized to Sign

__________________________________________
Company Street Address  Printed Name of Signatory

__________________________________________
City, State, Zip  Title of Signatory
CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the ___ day of ____, 20___, by and between Regional Pavement Maintenance of Arizona, Inc. (hereinafter known as “Contractor”), a Arizona Corporation authorized to do business in the state of Arizona, whose address is 2435 South 6th Ave Phoenix, Az 85003, and the City of Casa Grande (hereinafter known as “City”), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as “2020 Pavement Preservation Program”.

1. Term and Scope of Contractor’s Services.

This initial term of this contract shall be for one year starting from the contract date above. The term of this contract may be extended by two (2) one (1) year extensions at that sole discretion of the City. The contractor agrees to provide services to the City for the performance of 2020 Pavement Preservation Program, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services.

Payment to the Contractor for services rendered under this Agreement shall made on a unit-price basis in accordance with bid-pricing for actual work performed as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.
4. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service
recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.


Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.


This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.


14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor’s insurer shall have a minimum A.M. Best’s rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers’ compensation insurance as required by state and federal laws having jurisdiction over Contractor’s employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- $1,000,000 for each occurrence of bodily injury and property damage; and
- $1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor’s services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten
years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers’ compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande’s benefit.
14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor’s financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor’s installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.


Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and
damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and

b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.


All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this
Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present of former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for any other contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with any other contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

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

24. Indemnification.

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use.
resulting there from, caused by Contractor’s acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor’s subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney’s fees and costs of defense) to the extent caused by the City’s negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City’s own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor’s breach of this provision.


In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor’s receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona’s Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney’s Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or
applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 33, and 34 as well the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

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 compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor’s or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City’s random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. Compliance with A.R.S. 35-393 and 35-393.01.
Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that it has signed a written certification, which is attached hereto as Exhibit C and incorporated herein, to that effect.

Dated this the ___ day of ___, 20__.

City of Casa Grande, an Arizona municipal corporation.

Regional Pavement Maintenance of Arizona Inc. an Arizona Corporation.

By: ______________________________
    Larry D. Rains,
    City Manager

By: ______________________________
    Name: _______________________
    Title: ________________________

Attest:

Gloria Leija, City Clerk

Approved as to form:

Brett Wallace, City Attorney

State of _______________
) ss
County of _______________

Acknowledgment

On this ___ day of ___, ____, ___ personally appeared before the undersigned and acknowledged ___self to be the ___ of ___ and being authorized so to do, executed the Agreement between ___ and the City (identified in City of Casa Grande records as C.G. Contract No. ___) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

___________________________
Notary Public

My commission expires: ________________
EXHIBIT “B”—PAYMENT SCHEDULE
EXHIBIT “C” – A.R.S §35-393 and 35-393.01 CERTIFICATION

Definitions contained in A.R.S. 35-393:

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 and 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:

_____ 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.

_____ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Signature of Person Authorized to Sign

Printed Name of Signatory

Title of Signatory

Page 15 of 15
CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the day of , 20__, by and between Southwest Slurry Seal, Inc. (hereinafter known as “Contractor”), a Arizona Corporation authorized to do business in the state of Arizona, whose address is 22855 N 21st Ave Phoenix AZ 85027-2034, and the City of Casa Grande (hereinafter known as “City”), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as “2020 Pavement Preservation Program”.

1. Term and Scope of Contractor’s Services.

This initial term of this contract shall be for one year starting from the contract date above. The term of this contract may be extended by two (2) one (1) year extensions at that sole discretion of the City. The contractor agrees to provide services to the City for the performance of 2020 Pavement Preservation Program, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services.

Payment to the Contractor for services rendered under this Agreement shall be made on a unit-price basis in accordance with bid-pricing for actual work performed as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.
4. Independent Contractor.

The Contractor’s services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor’s failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records.
and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.


Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.


This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.


In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts
of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.


14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor’s insurer shall have a minimum A.M. Best’s rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers’ Compensation. Contractor shall provide workers’ compensation insurance as required by state and federal laws having jurisdiction over Contractor’s employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- $1,000,000 for each occurrence of bodily injury and property damage; and
- $1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor’s services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the
increase in the US consumer price index occurring since the date of the Agreement or the
date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the
engineering services required by the Agreement will maintain Professional Liability
insurance covering errors and omissions arising out of the Services performed by the
Contractor or any person employed by him, with an unimpaired limit of not less than
$1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget,
whichever is larger. In the event the insurance policy is written on a “claims made”
basis, coverage shall extend for two years past completion and acceptance of Services as
evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the
Agreement until it delivers to City of Casa Grande’s designated recipient certificates from
contractor’s insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries,
affiliates directors, officers, and employees as additional insured parties in respect of all
liability coverage except workers' compensation. The policy shall provide and the
certificate shall reflect that the insurance afforded applies separately to each insured
against whom claim is made or suit is brought except with respect to the limits of the
company’s liability.

14.2.2 The insurance certificate shall provide on its face that the policies it
represents will not be terminated, amended, or allowed to expire without 30 days prior
written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other
evidence of full compliance with these insurance requirements or failure of City of Casa
Grande to identify a deficiency from any certificate provided to it shall not be construed
as a waiver of Contractor’s obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall
contain a severability of interests clause, generally providing, "the insurance afforded applies
separately to each insured against whom claim is made or suit is brought, except with respect to
the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might
have against City of Casa Grande, its employees, officers and directors, to recover all or part of
any loss or damage insured or insurable by the insurance policies carried or required to be carried
by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors,
licensees and others performing the obligations, or exercising the rights, of Contractor under the
Agreement to provide a similar waiver for City of Casa Grande’s benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with
deductibles which are reasonable in light of the contractor’s financial condition; provided that
any loss not covered due to the deductible will be paid by Contractor. Contractor shall also
require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor’s installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.


Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:
a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and

b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.


All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest
with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for any other contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with any other contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

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

24. Indemnification.

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in
the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney’s fees and costs of defense) to the extent caused by the City’s negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City’s own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.


In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor’s receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona’s Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney’s Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
29. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 33, and 34 as well the provisions of any non-collision affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

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 compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. Compliance with A.R.S. 35-393 and 35-393.01.

Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor
acknowledges that he has signed a written certification, which is attached hereto as Exhibit C and incorporated herein, to that effect.

Dated this the ___ day of ____, 20__.

City of Casa Grande, an Arizona municipal corporation.               Southwest Slurry Seal Inc. an Arizona Corporation

By: __________________________________ By: ______________________________
   Larry D. Rains,                                          Name: __________________________
   City Manager                                             Title: __________________________

Attest:

______________________________
Gloria Leija, City Clerk

Approved as to form:

Brett Wallace, City Attorney

State of _______________ )
   ss

County of _______________ ) ss

Acknowledgment

On this ____ day of _____, _____, ____ personally appeared before the undersigned and acknowledged ____self to be the ____ of _____, and being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No. ______) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

______________________________
Notary Public

My commission expires: _________________
EXHIBIT “A”—SCOPE OF SERVICES
EXHIBIT "B"—PAYMENT SCHEDULE
EXHIBIT “C” – A.R.S §35-393 and 35-393.01 CERTIFICATION

Definitions contained in A.R.S. 35-393:

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 and 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:

_____ 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.

_____ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

_____________________________  ________________________________
Company Name                     Signature of Person Authorized to Sign

_____________________________
Company Street Address

_____________________________
Printed Name of Signatory

_____________________________
City, State, Zip

_____________________________
Title of Signatory
SUBJECT:
Public hearing and consideration of a request by the City of Casa Grande Fire Department for the following land use approval for property located at 1115 N. Brown Avenue (A.K.A. Carr McNatt Park):

DSA-19-00131: Zone Change from R-1 (Single-Family Residential) to UR (Urban Ranch).

RECOMMENDATION:
The Planning Commission and City Staff recommend the Mayor and City Council approve the Zone Change request from R-1 (Single-Family Residential) to UR (Urban Ranch) for the Carr McNatt Park.

DISCUSSION:
During the time that City Staff was approached by the Fire Department to utilize the existing wireless telecommunications facility located at Carr McNatt Park, it was discovered that the site was legal non-conforming in regards to the zoning. The site is zoned R-1 (Single-Family Residential), which does not permit telecommunications towers in this zone district. The R-1 Zone District is the typical zone district for a single-family residential neighborhood, with a minimum of 7,000 square foot lots. As Staff researched the Carr McNatt Park site, Staff determined that rezoning of this site into the Urban Ranch (UR) Zone District would allow both the Park and the wireless facility uses as the Urban Ranch Zone District permits public parks as a permitted uses and wireless telecommunications facilities over 28 feet in height as a Conditional Use.

The City of Casa Grande’s Police and Fire Departments has recently received funding to integrate into the Pinal County Sheriff’s Department 800 MHz regional radio system. The purpose of the integration is to provide a significant increase in radio coverage and safety for the first responders in the city limits as well as most to Pinal County. The existing 90-foot tower located at Carr McNatt is not sufficient in height for the radio penetration
that is needed to provide increased radio coverage. A Variance from the Board of
Adjustment was approved to have the wireless telecommunications tower to be located 66’
feet from the existing property line, whereas, 120 feet is typically required per city code.

The proposed 120-foot new tower will be located in the same location as the existing one
along Casa Grande Avenue as shown in the aerial above. The request consists of the
development of a 120-foot tall monopole designed to accommodate the Casa Grande
Elementary School District radio communications equipment and the City of Casa
Grande’s radio communication equipment. The monopole and primary equipment will be
owned by the City with co-location of a second antenna array to accommodate the school
district. An agreement with the City and the Casa Grande Elementary School District is in
the process.

The Carr McNatt Park location was chosen as an “ideal site location” because the existing
monopole was identified as a decommissioned Alltel site that the city owns. The new
monopole’s height will provide coverage for emergency personnel that is currently lacking
in Casa Grande. This coverage is essential for emergency operations and fulfills a
planned and existing pattern of telecommunication facilities throughout the area to ensure
an adequate level of cellular service.

FISCAL IMPACT:
None.

ALTERNATIVES:
1. Approve the request
2. Table the request.
3. Deny the request.

Attachments
Ord. 1178.400
Planning Commission Staff Report
Planning Commission Minutes
Zone Change Graphic
Legal Description
ORDINANCE NO. 1178.400

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AMENDING ZONING ORDINANCE #1178 AND ITS SUBSEQUENT AMENDMENTS BY CHANGING THE ZONING FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO UR (URBAN RANCH) FOR PROPERTY LOCATED APPROXIMATELY AT 1115 N. BROWN AVENUE (AKA CARR MCNATT PARK), CASA GRANDE, ARIZONA

BE IT ORDAINED, by the Council of the City of Casa Grande, Arizona, as follows:

Section 1. Authorization for Rezoning

Ordinance No. 1178, as previously amended, is further amended by changing the zoning from R-1 (Single-Family Residential) to UR (Urban Ranch) for property located approximately at 1115 N. Brown Avenue (AKA Carr McNatt Park). The legal description of such property is set forth in Exhibit A, attached hereto and incorporated herein by this reference. The Planning Department shall amend the Zoning Map to reflect this new zoning.

This zoning change is subject to applicant/owner's compliance with all applicable law and ordinances.

Section 2. Effective Date

That the effective date of this Ordinance shall be January __, 2020.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this _____ day of __________, 2020.

___________________________
Craig H. McFarland
Mayor

ATTEST:  ______________________________
Gloria Leija, MMC
City Clerk

APPROVED AS TO FORM:  ______________________________
Brett Wallace
City Attorney
TO: CASA GRANDE PLANNING COMMISSION
FROM: Laura Blakeman, Planner
MEETING DATE: November 7, 2019

REQUEST

Public hearing and consideration of a request by the City of Casa Grande Fire Department for the following land use approvals for properties located at 1115 N. Brown Avenue (A.K.A. Carr McNatt Park):

DSA-19-00131: Zone Change from R-1 (Single-Family Residential) to UR (Urban Ranch).

DSA-19-00132: Conditional Use Permit for a Wireless Telecommunication Tower over 28 feet in height and located in an Urban Ranch zone district.

APPLICANT/OWNER

Kevin Madden, Fire Battalion Chief
Casa Grande Fire Department
377 E. Val Vista Boulevard
Casa Grande, AZ  85122
P: 520-421-8777
Email: kmadden@casagrandeaz.gov

City of Casa Grande
510 E. Florence Boulevard
Casa Grande, AZ  85122
520-421-8600

HISTORY

1949: The site was annexed into the City limits of Casa Grande.

November 2, 1987: The property was zoned R-1 (Single-Family Residential) with the adoption of the official zoning ordinance and map.

DSA-19-00110: The Board of Adjustment approved a Variance from Section 17.68.120B.7a for a 120’ foot tall wireless communication tower located at the R-1 zoned 1115 N. Brown Avenue property, A.K.A. Carr McNatt Park, to be located 66’ feet from the west property line, whereas 120’ feet is required.
PROJECT DESCRIPTION

Zoning | R-1 (Single Family Residential)
---|---
General Plan Designation | Neighborhoods

## Surrounding Land Use and Zoning

<table>
<thead>
<tr>
<th>Direction</th>
<th>General Plan Designation</th>
<th>Existing Zoning</th>
<th>Current Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Neighborhoods</td>
<td>R-1 (Single Family Residential)</td>
<td>Desert Winds High School</td>
</tr>
<tr>
<td>South</td>
<td>Neighborhoods</td>
<td>R-1 (Single Family Residential)</td>
<td>Carr McNatt Park</td>
</tr>
<tr>
<td>East</td>
<td>Neighborhoods</td>
<td>R-1 (Single Family Residential)</td>
<td>Carr McNatt Park</td>
</tr>
<tr>
<td>West</td>
<td>Neighborhoods</td>
<td>R-1 (Single Family Residential)</td>
<td>Casa Grande Avenue, Residences</td>
</tr>
</tbody>
</table>

## Vicinity Map

![Vicinity Map](image-url)

- **New 120 ft Wireless Telecommunications Tower**
Overview

During the time that City Staff was approached by the Fire Department to utilize the existing wireless telecommunications facility located at Carr McNatt Park, it was discovered that the site was legal non-conforming in regards to the zoning. The site is zoned R-1 (Single-Family Residential), which does not permit telecommunications towers in this zone district. The R-1 Zone District is the typical zone district for a single family residential neighborhood, with a minimum of 7,000 square foot lots. As Staff researched the Carr McNatt Park site, Staff determined that rezoning of this site into the Urban Ranch (UR) Zone District would allow both the Park and the wireless facility uses as the Urban Ranch Zone District permits public parks as a permitted uses and wireless telecommunications facilities over 28 feet in height as a Conditional Use.

The City of Casa Grande’s Police and Fire Departments has recently received funding to integrate into the Pinal County Sheriff’s Department 800 MHz regional radio system (See Exhibit A). The purpose of the integration is to provide a significant increase in radio coverage and safety for the first responders in the city limits as well as most to Pinal County. The existing 90 foot tower located at Carr McNatt is not sufficient in height for the radio penetration that is needed to provide increased radio coverage (See Exhibit B). A Variance from the Board of Adjustment was approved to have the wireless telecommunications tower to be located 66’ feet from the existing property line, whereas, 120 feet is typically required per city code.

The proposed 120 foot new tower will be located in the same location as the exiting one along Casa Grande Avenue as shown in the aerial above. The request consists of the
development of a 120-foot tall monopole designed to accommodate the Casa Grande Elementary School District radio communications equipment and the City of Casa Grande's radio communication equipment (See Exhibit C). The monopole and primary equipment will be owned by the City with co-location of a second antenna array to accommodate the school district. An agreement with the City and the Casa Grande Elementary School District is in the process. The agreement is a Land Interest Exchange Agreement and a Tower Easement Agreement between the City and the Casa Grande Elementary School District. The agreement is that the city will obtain ownership of Elliot Park (which has been owned by the school district, but maintained by the city as a city park) in exchange for a 50 year Tower Easement Agreement.

The Carr McNatt Park location was chosen as an "ideal site location" because the existing monopole was identified as a decommissioned Alltel site that the city owns. The new monopole’s height will provide coverage for emergency personnel that is currently lacking in Casa Grande. This coverage is essential for emergency operations and fulfills a planned and existing pattern of telecommunication facilities throughout the area to ensure an adequate level of cellular service.

### CONFORMANCE WITH ZONE CHANGE REVIEW CRITERIA

In considering applications for Zone Changes per City Code 17.68.480, the Planning and Zoning Commission shall consider the following:

1. The action is consistent with the City’s General Plan; including, the goals, policies and applicable elements.
   - The requested UR (Urban Ranch) rezoning will be in compliance with the General Plan 2020, “Neighborhoods” land use category.

2. A rezoning conforms to the General Plan if it proposes land uses, densities or intensities within the range of identified uses, densities and intensities of the General Plan.
   - The UR (Urban Ranch) zoning is a permitted zoning district in the Neighborhoods land use category of the General Plan.
   - Paved streets constructed to city standards and connected to water and sewer facilities.

3. The proposed zone change is necessary and proper at this time to meet the land use needs of the residents of the city.
   - This rezoning will bring the wireless facility located on the property into compliance subject to the approval of a Conditional Use Permit.
   - The wireless tower is providing a needed service for emergency personnel within the City of Casa Grande.
CONFORMANCE WITH CONDITIONAL USE PERMIT CRITERIA

In accordance with Section 17.68.120 of the Zoning Code the Planning and Zoning Commission shall consider the following in review of a Conditional Use Permit:

That the site for the proposed use is adequate in size and topography to accommodate the use, and all yards, spaces, walls and fences, parking, loading and landscaping are adequate to properly relate the use with the land and uses in the vicinity;

As shown with the existing site, the new tower and existing equipment building will remain, however a new tower will replace the current tower. The wireless telecommunications tower received a variance by the Board of Adjustment to be located 66 feet from the property line, as the existing tower presently sits.

That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;

The site only necessitates one-two service vehicles to travel to the site intermittently. There is no increase in traffic generation.

That the proposed use will have no adverse effect upon the abutting property;

The current proposed location is within the Carr McNatt Park. The residents who would be most closely impacted are located to the west side of Casa Grande Avenue. The closest houses are 137 feet from the monopole. City Staff mailed out meeting notices for the proposed new telecommunications tower. City Staff has not received any feedback regarding this request. Staff finds that the houses are adequately distanced from the tower and do not anticipate any adverse impact on the abutting properties.

That the proposed use shall be in conformance with the General Plan;

General Plan 2020 designates this area as Neighborhoods which its primary land use is residential. The cell tower will assist in enhancing communication within the area. In addition, the Neighborhoods land use category encourages non-residential uses to be buffered from single-use residential areas. Sufficient buffering is provided due to Casa Grande Avenue adjacent to the telecommunications tower and the existing residential area.

General Plan 2020
That the conditions stated in the approval are deemed necessary to protect the public health, safety and general welfare;

Staff proposes that the conditions stated within the Conditional Use Permit resolution are necessary for these protections (Exhibit D).

Per city code section 17.68.120 B (7), the commission shall, in addition to any other conditions, impose the following conditions upon every conditional use permit granted for wireless telecommunication facilities:

a. The setback requirements shall be thirty-five feet from any property line, plus an additional one foot for every foot of height above thirty-five feet.

- A Variance was granted by the Board of Adjustment, for the tower to be setback 66 feet from the property line.

b. The structure is to be designed, constructed and/or colored in order to correspond with the aesthetic, view-shed and other characteristics of the area in which they are to be placed.

- This criterion has been accomplished on the site by the removal of the triangular array with a new monopole that will have less of a visual impact to surrounding property owners.

c. Appropriate landscaping and other screening shall be required along any street frontage.
The criterion has been accomplished with the existing trees provided along the portion of the street frontage that is not interfering with the entrance to the site that is used to access the site for maintenance.

d. Appropriate measures shall be used to screen any exposed mechanical equipment such as, but not limited to, cables, etc.

The screening criteria for the site is accomplished by the existing equipment building. As well as the tower will be enclosed by a 6 foot high wall.

e. Placement of the facility shall be in conformance with any applicable requirements of the city planning, building, fire, and engineering departments.

This criterion has been accomplished by a detailed review of all City Codes and standards by all department representatives.

f. Placement of the facility shall be in conformance with any applicable requirements of the Federal Communications Commission (FCC) and/or the Federal Aviation Administration (FAA).

Per the applicant’s narrative (Exhibit A), all federal laws have been examined and have been accomplished by allowing the reasonable placement of the tower in an area that is as far away as possible from any established residential neighborhood, airport, roadways, buildings, etc. The tower has been strategically placed to provide adequate wireless coverage for this area of the City.

g. Where possible, service providers will be encouraged to co-locate (share) their facilities on existing towers.

This criterion has been met due to the fact that the tower will be used to co-locate wireless equipment used by the Casa Grande Elementary School District.

PUBLIC NOTIFICATION/COMMENTS

Notification

Public hearing notification efforts for this request meet those requirements set out by City Code. They include:

- A notice was published in the Casa Grande Dispatch on October 22, 2019.
- Notice was mailed on October 14, 2019 at least fifteen days before the day of the hearing to each owner of property situated within 300 ft. of the subject property.
Inquiries/Comments

No inquiries or comments have been received at this time.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a favorable recommendation for DSA-19-00131: Zone Change from R-1 (Single-Family Residential) to UR (Urban Ranch) for property located at 1115 N. Brown Avenue property, A.K.A. Carr McNatt Park.

Staff recommends the Planning Commission approve DSA-19-00132: Conditional Use Permit for a Wireless Telecommunication Tower over 28 feet in height and located in an Urban Ranch zone district with the following conditions:

1. The Zone Change shall be approved, otherwise the Conditional Use Permit is invalid.
2. Maximum height of the wireless monopole is 120’ feet.
3. The structure is to be designed, constructed and/or colored in order to correspond with the aesthetic, view-shed and other characteristics of the area in which they are to be placed,
4. Appropriate landscaping and other screening shall be required along any street frontage,
5. Appropriate measures shall be used to screen any exposed mechanical equipment such as, but not limited to, cables, etc.,
6. Placement of the facility shall be in conformance with any applicable requirements of the city planning, building, fire, and engineering departments,
7. Placement of the facility shall be in conformance with any applicable requirements of the Federal Communications Commission (FCC) and/or the Federal Aviation Administration (FAA),
8. Where possible, service providers will be encouraged to co-locate (share) their facilities on existing towers;

Exhibits:

A. Project Narrative
B. Engineer Consultant Letter
C. Site Plan
D. Conditional Use Permit Resolution
Exhibit A – Project Narrative

City of Casa Grande
Fire Department

Memo

To: Laura Blakeman
From: Kevin Madden
Subject: Radio Tower justification request
Date: September 9, 2019

Greetings Laura,

The City of Casa Grande police and fire departments have been funded to integrate into the Pinal County Sheriff’s Department 800 MHz regional radio system. The purpose of this integration is to provide a significant increase in radio coverage and safety for our first responders; not only within the city limits; but in most of Pinal County. This state of the art system will initially supplement, but ultimately replace the City’s legacy VHF radio system that has large coverage and frequency limitations.

As part of this integration plan, an infill site need was identified by Federal Engineering, the City’s radio engineering consultant. The purpose of the site is to strengthen the radio signal needed to provide in-building coverage in businesses located on the southern and central portions of the city. The City of Casa Grande has identified a decommissioned Alltel site that is located on City property at Carr McNatt Park. Although the building meets all of the City’s needs for housing the radio equipment, the 90 foot tower is not sufficient in height for the identified radio penetration needs as outlined by the consultant. Therefore; the City of Casa Grande is requesting a variance to replace the existing 90 foot cellular tower with triangular array, with a new 120 foot monopole.

The scope of work will include removing the 90 foot tower and concrete pier and installing a new concrete pier that will support the 120 foot monopole based, on current engineered wind speed calculations. In addition, a 50 kilowatt generator will be installed to ensure constant power in case of an electric grid failure. The facility, tower and generator will then be fenced in to meet local and federal homeland security requirements for public safety communications systems.

It is my hope that the Board of Adjustment will approve this variance as it is mission-critical in ensuring the safety of the City’s first responders. If there are any questions I can answer please feel free to contact me at any time.
MEMORANDUM

To: Laura Blakeman
From: Rajit Jhaver, Director of Operations, Federal Engineering, Inc.
Subject: Radio Tower Justification Request
Date: September 11, 2019
Project: Casa Grande Public Safety Radio System

Greetings Laura,

My name is Rajit Jhaver, Director of Operations for Federal Engineering Inc. (FE). The City of Casa Grande has retained our services as the subject matter expert for public safety radio communications. We have been assisting the City in their efforts to integrate into the Pinal County Sheriff’s Department 800 MHz regional radio system.

As part of the effort FE identified that an additional site was required in Casa Grande that would enhance radio communications coverage for first responders in buildings throughout the area. The coverage provided by this additional site would be critical for in building communications in the Casa Grande area for first responders.

The decommissioned Alltel site that is located on City property at Carr McNatt Park was identified as the best suited to provide the desired radio coverage. However, the 90 foot tower that currently exists at the site is not a sufficient height for the in building radio communication penetration required. FE, in its capacity as a radio communications subject matter expert, supports the City of Casa Grande request for a variance to replace the existing 90 foot cellular tower with triangular array, with a new 120 foot monopole tower.

Based on the first responders critical need for a new 120 foot tower for radio communications, I am hopeful that the Board of Adjustment will approve this variance.

Best regards,

Rajit Jhaver

September 11, 2019
Exhibit D – Conditional Use Resolution

RESOLUTION NO.  DSA-19-00132

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION FOR THE CITY OF CASA GRANDE, GRANTING A CONDITIONAL USE PERMIT FOR A WIRELESS TELECOMMUNICATIONS TOWER WITHIN THE UR (URBAN RANCH) ZONE DISTRICT, LOCATED AT 1115 N. BROWN AVENUE, APN’S 506-08-117B AND 506-08-117C.

WHEREAS, owner, the City of Casa Grande has requested a conditional use permit;

WHEREAS, the conditional use permit is requested for a wireless communications tower located at 1115 N. Brown Avenue, AZ; filed as DSA-19-00132, as filed with the Site Plan with the Casa Grande Planning Department;

WHEREAS, the property is currently zoned Urban Ranch (UR);

WHEREAS, wireless telecommunications facilities are a conditionally permitted use within the Urban Ranch (UR) zoning district;

WHEREAS, on the 7th day of November 2019, the Planning and Zoning Commission of the City of Casa Grande held a public hearing regarding the request for the conditional use permit;

WHEREAS, the Planning and Zoning Commission of the City of Casa Grande considered all public comments made at said hearing;

WHEREAS, the Planning and Zoning Commission of the City of Casa Grande has determined that the proposed use would be appropriate for the proposed location, subject to the conditions set forth in this Resolution;

NOW THEREFORE, BE IT RESOLVED by the Planning and Zoning Commission of the City of Casa Grande, Arizona, as follows:

1. The Planning and Zoning Commission of the City of Casa Grande makes the following findings:

   a. The site for the proposed use is adequate in size and topography to accommodate the use, and all yards, spaces, walls and fences, parking, loading and landscaping is adequate to properly relate the use with the land and the uses in the vicinity;

   b. The site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;
c. The proposed use will have no adverse effect upon the abutting property;

d. The proposed use is in conformance with the General Plan; and

e. The conditions stated in this approval are necessary to protect the health, safety and general welfare.

2. The Planning and Zoning Commission of the City of Casa Grande approves the conditional use permit request by the Owner subject to the following specific conditions:

a. Maximum height of proposed wireless monopole is 120’.
b. The structure is to be designed, constructed and/or colored in order to correspond with the aesthetic, view-shed and other characteristics of the area in which they are to be placed,
c. Appropriate landscaping and other screening shall be required along any street frontage,
d. Appropriate measures shall be used to screen any exposed mechanical equipment such as, but not limited to, cables, etc.,
e. Placement of the facility shall be in conformance with any applicable requirements of the city planning, building, fire, and engineering departments,
f. Placement of the facility shall be in conformance with any applicable requirements of the Federal Communications Commission (FCC) and/or the Federal Aviation Administration (FAA),
g. Where possible, service providers will be encouraged to co-locate (share) their facilities on existing towers;

3. The Planning and Zoning Commission of the City of Casa Grande approves the conditional use permit request by the Owner subject to the following general conditions:

a. The right to a use and occupancy permit shall be contingent upon the fulfillment of all general and special conditions imposed by the conditional use permit procedure;

b. That all of the special conditions shall constitute restrictions running with the land and shall be binding upon the owner of the land, his successors and assigns;

c. That all conditions specifically stated under any conditional use listed in this chapter shall apply and be adhered to by the owner of the land, his successors or assigns.

d. That the special condition shall be consented to in writing by the owner.

e. That the resolution granting the application, together with all consent forms, shall be recorded by the county recorder.
PASSED AND ADOPTED by the Planning and Zoning Commission of the City of Casa Grande, Arizona, this ______ day of November 7, 2019.

___________________________
Planning and Zoning Commission Chairman

___________________________
Planning and Development Director

ATTEST: APPROVED AS TO FORM:

___________________________
City Clerk

___________________________
Assistant City Attorney

OWNER’S CONSENT TO THE SPECIAL CONDITIONS

The owner, hereby consent to the special conditions as enumerated above in Section 2 as they relate to this request for a conditional use permit for a wireless telecommunications facility located at 1115 N. Brown Avenue.

___________________________
Larry R. Rains, City Manager
City of Casa Grande
Property Owner
1. Public hearing and consideration of a request by the City of Casa Grande Fire Department for the following land use approvals for properties located at 1115 N. Brown Avenue (A.K.A. Carr McNatt Park):

   a. **DSA-19-00131: Zone Change** from R-1 (Single-Family Residential) to UR (Urban Ranch)

   b. **DSA-19-00132: Conditional Use Permit** for a Wireless Telecommunication Tower over 28 feet in height and located in an Urban Ranch zone district. (Planner Laura Blakeman)

Laura Blakeman, Planner came forward and presented an overview of the case as stated in the Staff Report. Mrs. Blakeman provided history to the site stating that in 1969 the zoning map was established as a Quasi/Public zoning designation for this site and in 1987 the site was zoned R-1 (Single-Family Residential). She explained that the existing tower obtained a permit in 2006. This tower was an Alltel Wireless Telecommunications Tower with associated equipment. The tower was a 90 foot tall tower with a triangular array. The tower is currently used by the Casa Grande Elementary School District for their wireless equipment. Mrs. Blakeman stated that the zone change from R-1 (single-family residential) to UR (Urban Ranch) is being requested because the R-1 zone district does not permit telecommunications towers. The Urban Ranch (UR) would allow both the existing park and the wireless facility uses within the Urban Ranch (UR) zone district, as Permitted Uses as well as, a wireless telecommunications site over 28 ft. in height with a Conditional Use Permit.

Mrs. Blakeman overviewed the criteria for the Zone Change which were addressed in the Staff Report. She stated that the requested Urban Ranch (UR) rezoning will be in compliance with the General Plan “Neighborhoods” land use category. In relation to intensities, there are paved streets constructed to city standards and connected to water and sewer facilities. The “Neighborhoods” land use category encourages non-residential uses to be buffered from single-use residential areas. Mrs. Blakeman stated that there is a physical buffer from this telecommunications site as the adjacent Casa Grande Avenue street creates a buffer and physical separation from the adjacent residential to the west. This rezoning will bring the wireless facility located on the property into compliance subject to the approval of a Conditional Use Permit. The wireless tower is providing a needed service for emergency personnel within the City of Casa Grande; particularly, this wireless coverage will assist in communications for emergency personnel while they are inside buildings.

Mrs. Blakeman overviewed the criteria for a Conditional Use Permit which were addressed in the Staff Report. She stated that the new tower and existing equipment building will remain. However, a new tower will replace the current tower without the triangular array. The site is a very low traffic generator so there was no need for a Traffic Impact Analysis (TIA). There will be minimal traffic to the site for service vehicles entering the site. Mrs. Blakeman explained that with the proposed location within the Carr McNatt Park, the residents who would most closely be impacted are located to the west side of
Casa Grande Avenue. The closest houses are 138 feet from the monopole. She explained that Staff sent out meeting notices for the proposed new telecommunications tower and has not received any feedback regarding this request. She stated that Staff finds that the houses are adequately distanced (138’) from the tower and do not anticipate any adverse impact on the abutting properties. Mrs. Blakeman stated that there are two Conditions of Approval necessary to protect the public health, safety and general welfare. She explained that there are additional review criteria for wireless telecommunication facilities. She explained that the setbacks required for the wireless facility tower is thirty-five feet from any property line, plus an additional one foot for every foot of height above thirty-five feet. The proposed tower location does not meet this setback requirement, however, a Variance was recently granted by the Board of Adjustment allowing the tower to be setback 66 feet from the property line. She stated that with the removal of the triangular array with a new monopole, the tower will have less of a visual impact to surrounding property owners. With regards to landscaping, the existing trees provided along the portion of the street frontage that is not interfering with the entrance to the site that is used to access the site for maintenance. The screening requirement will be accomplished by the existing equipment building, as well as, the tower will be enclosed by a six foot high wall. The proposed wireless telecommunications facility has had a detailed review of all City Codes and standards by all department representatives. Mrs. Blakeman stated that per the applicant’s narrative, all federal laws have been examined and have been accomplished by allowing the reasonable placement of the tower in an area that is as far away as possible from any established residential neighborhood. In addition, the tower has been strategically placed to provide adequate wireless coverage for this area of the city. She further stated that the tower will be used to co-locate wireless equipment used by the Casa Grande Elementary School District.

Mrs. Blakeman stated that Staff did not receive any comments from the public.

Mrs. Blakeman stated that Staff recommends that the Planning and Zoning Commission forward a favorable recommendation for DSA-19-00131: Zone Change from R-1 (Single-Family Residential) to UR (Urban Ranch) for property located at 1115 N. Brown Avenue, A.K.A. Carr McNatt.

Mrs. Blakeman stated that Staff recommends that the Planning and Zoning Commission approve DSA-19-00132: Conditional Use Permit and its associated Resolution for a Wireless Telecommunication Tower over 28 feet in height and located in an Urban Ranch zone district with the conditions as stated in the Staff Report. She asked for questions.

Vice-Chairman McBride questioned if changing the zone to Urban Ranch will affect any existing areas of the park.

Mrs. Blakeman replied “no”.

Director Tice stated that the entire park is being rezoned and not just where the tower is located.
Vice-Chairman McBride as if the school is part of the rezoning.

Director Tice replied that it is not part and remains zoned R-1.

Chairman Miller stated that the applicant stated in narrative that tower would be placed in an area that is as far away as possible from any established residential neighborhoods. He commented that the statement was not completely accurate as the tower could have been located in the center of the park.

Mrs. Blakeman replied that the location was designated to replace the current tower to provide coverage for emergency personnel. She stated that being that the street buffering from residential is 138 ft. from monopole to closest residential area, Staff feels that this is an adequate distance.

Director Tice replied that statement that the tower is being placed in an area that is as far away as possible from any established neighborhoods is not entirely accurate.

Mrs. Blakeman stated that the site is bounded by residential on all four sides.

Chairman Miller asked if the center of the park was considered when determining the location of the monopole.

Director Tice stated that the Fire Department is the applicant and could further address his question.

Member Snider asked if the monopole will require aircraft warning lights because it is over 100 ft. in height.

Mrs. Blakeman replied that she did not know the specifics but could have the applicant address his question.

Chairman Miller made a call for the applicant to come forward.

Kevin Madden, Casa Grande Fire Department came to podium to address the Commission. Mr. Madden stated that they have had their current system for a long time. He explained that they are looking to go with the Sheriff’s Department new 800 mhz. system for inner operability. He explained that not only does it allow them to communicate with other public safety partners throughout the County, but it gives them a much greater range where they would not financially be able to do that with the City but by partnership with the Sheriff’s Department. He further explained that in the next few years, there will be other public safety partners and municipalities come on to the system. Mr. Madden stated that one of the benefits with the proposed location at the park is the building itself that was built by Alltel for this tower which was specifically built as a communications structure meeting all grounding requirements. If the tower were to take a lighting strike, it would not damage the equipment. The tower was abandoned by Alltell in 2010. They will be using the facility to not only house their equipment but to secure their equipment
Mr. Madden explained that the site also helps them to accomplish in-building coverage. He further explained that this tower will help them make sure that with the in-building coverage, they will have the necessary coverage to be able to hear their radios.

Member Snider asked Mr. Madden about the height requirement requiring aircraft warning lights.

Mr. Madden replied that he did not believe that it is required. He stated that there is a 90 ft. tower at the Public Safety building that they were required to get because it is within the airport influence.

Member Snider stated that he believed that they are required but that he trusted that they would meet it if required.

Mr. Madden replied that they would but that the tower manufacturer would not allow the tower to go up if they did not meet Federal Aviation requirements.

Chairman Miller asked if the warning light would affect the surrounding neighborhood.

Member Snider replied that it is the same kind of blinking red that you see on the way north on Pinal on the cell phone towers by the interstate. He stated it is not a blinding light it is just so that aircraft can see it.

Mr. Madden conveyed that the tower at 520 N. Marshall is much larger and does not have warning lights on it. He stated that they will address the issue if they need to.

Chairman Miller made a call to the public. No public comments were received.

Member Anderson asked the distance from the proposed tower placement and the school.

Mrs. Blakeman replied that the distance is approximately 400 ft. from the school property line.

Vice-Chairman McBride made a motion that the Planning and Zoning Commission forward a favorable recommendation for DSA-19-00131: Zone Change from R-1 (Single-Family Residential) to UR (Urban Ranch) for property located at 1115 N. Brown Avenue, A.K.A. Carr McNatt.

Member Tucker seconded the motion.

The following vote was recorded:

Member Estrada Aye
Member Snider Aye
Vice-Chairman McBride made a motion that the Planning and Zoning Commission approve **DSA-19-00132: Conditional Use Permit** and its associated Resolution for a Wireless Telecommunication Tower over 28 feet in height and located in an Urban Ranch zone district with the following conditions:

1. The Zone Change shall be approved, otherwise the Conditional Use Permit is invalid.
2. Maximum height of the wireless monopole is 120’ feet.
3. The structure is to be designed, constructed and/or colored in order to correspond with the aesthetic, view-shed and other characteristics of the area in which they are to be placed,
4. Appropriate landscaping and other screening shall be required along any street frontage,
5. Appropriate measures shall be used to screen any exposed mechanical equipment such as, but not limited to, cables, etc.,
6. Placement of the facility shall be in conformance with any applicable requirements of the city planning, building, fire, and engineering departments,
7. Placement of the facility shall be in conformance with any applicable requirements of the Federal Communications Commission (FCC) and/or the Federal Aviation Administration (FAA),
8. Where possible, service providers will be encouraged to co-locate (share) their facilities on existing towers;

Member Tucker seconded the motion.

The following vote was recorded:

<table>
<thead>
<tr>
<th>Member</th>
<th>Aye</th>
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<tbody>
<tr>
<td>Member Estrada</td>
<td>Aye</td>
</tr>
<tr>
<td>Member Snider</td>
<td>Aye</td>
</tr>
<tr>
<td>Member Anderson</td>
<td>Aye</td>
</tr>
<tr>
<td>Member Tucker</td>
<td>Aye</td>
</tr>
<tr>
<td>Vice-Chairman McBride</td>
<td>Aye</td>
</tr>
<tr>
<td>Chairman Miller</td>
<td>Aye</td>
</tr>
</tbody>
</table>

The motion passed 6-0.
Zone Change Graphic

R-1 (Single-Family Residential) to UR (Urban Ranch)
Legal Description:

Parcel 506-08-117C

Parcel 506-08-117B
BEG AT CTR OF SEC 20 S-433.47 E-30 S-867.77 E-750.92 N-16 TO POB N-416 E-186.33 S-416 W-186.33 TO POB SEC 20-6S-6E 1.78 AC
Subject: Executive Session

A.R.S. §38-431.03. Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:

3. Discussion or consultation for legal advice with the city attorney or attorneys of the public body.
4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

- Discussion and Consultation Regarding a Potential Agreement Between the City of Casa Grande and SmartWorksPlus to Provide Staffing Services to the City

Attachments

Executive Session Notice
PUBLIC NOTICE

AS REQUIRED BY A.R.S. 38-431.03.A (3 & 4) THE CASA GRANDE CITY COUNCIL WILL HOLD AN EXECUTIVE SESSION DURING A REGULAR MEETING SCHEDULED ON DECEMBER 16, 2019 AT 7:00 P.M., CITY COUNCIL CHAMBERS, 510 E. FLORENCE BOULEVARD, THE PURPOSE OF THE MEETING IS FOR THE FOLLOWING:

A.R.S. §38-431.03.

Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:

3. Discussion or consultation for legal advice with the city attorney or attorneys of the public body.
4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

- Discussion and Consultation Regarding a Potential Agreement Between the City of Casa Grande and SmartWorksPlus to Provide Staffing Services to the City

Posted on December 12, 2019, by 7:00 p.m. at the below locations:

<table>
<thead>
<tr>
<th>City Hall</th>
<th>Police Dispatch</th>
<th>City Website</th>
</tr>
</thead>
</table>

Gloria Leija, MMC  
City Clerk