PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, MARCH 23, 2026
6:00 PM
ELOY CITY COUNCIL CHAMBERS
595 NORTH C STREET
ELOY, ARIZONA 85131
For a
REGULAR MEETING

AGENDA

I. Call to Order

II. Roll Call

III. Moment of Silence

IV. Pledge of Allegiance

V. Public Appearances

Those wishing to **ADDRESS THE CITY COUNCIL** may do so by signing in on a form provided by the City Clerk, identifying the topic(s) or agenda item(s). **ACTION** taken as a result of public comment regarding non agenda items will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.
SPEAKERS SHALL BE LIMITED TO THREE (3) MINUTES.

A. Scheduled

1. Legislative Update — Arizona State House of Representatives Teresa Martinez and Chris Lopez

B. Unscheduled

VI. Reports and Announcements

A. Mayor's Announcements

B. Council Members' Announcements

C. City Manager's Announcements

VII. Consent Agenda

*A. Approval of Minutes — February 9, 2026, and March 9, 2026, Regular Meeting Minutes and March 16, 2026, Work Session Minutes

*B. Approval of a One-Year Contract Extension with Armstrong Consultants, Inc. -

Airport Engineering, Design, and Construction Management Consulting Services

*C. Authorization to utilize Pinal County School Office 1GPA contract #22-15P-04 with Sunland Asphalt & Construction, LLC for asphalt products and services on W. Tonto Rd., in an amount not to exceed $38,500, as a part of the Annual Pavement Preservation Program identified and approved in the FY2025-2026 City of Eloy Capital Improvement Plan Budget.

*D. Authorization to enter into an Intergovernmental Agreement (IGA) between the City of Eloy and Pinal County for Commercial Driver License (CDL) Testing Services.

*E. Consideration and Approval of a Proposal from Motorola Solutions for the Replacement of the Eloy Police Department VHF Repeater Using Pricing per Arizona State Contract No. CTR046830, at a cost not to exceed $70,000.00. This project was presented and approved in the FY2025-2026 Capital Improvement Plan (CIP).

VIII. Business: Possible Discussion and/or Action on the Following:

A. Authorization to Utilize the Pinal County JOC Contract 233828ROQ with Ellison-Mills Construction, LLC for Civil Construction Services to Proceed with Phase 1 of the Battaglia Road Sewer Line Upsizing Project

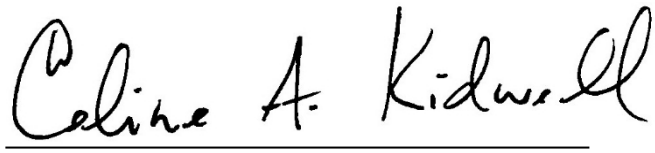
IX. Executive Session

Possible executive session for discussion/consultation for legal advice with the city attorney and/or city staff concerning any of the agenda items, pursuant to A.R.S. §38-431.03 (A) (3) and (4).

X. Adjournment

POSTED BY AT ELOY CITY HALL, ELOY POST OFFICE, AND CITY WEBSITE: www.eloyaz.gov

THE FACILITY WILL BE OPEN TO THE PUBLIC 30 MINUTES PRIOR TO THE START OF THE MEETING AND SEATING WILL BE AVAILABLE FOR "REASONABLY ANTICIPATED ATTENDANCE."



Celine A. Kidwell, CMC, FCRM
City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT MICHELLE HALL, ADA COORDINATOR FOR THE CITY OF ELOY AT 520-466-9201 OR 520-466-7455 (TDD). IF POSSIBLE, SUCH REQUESTS SHOULD BE MADE 72 HOURS IN ADVANCE. ONE OR MORE MEMBERS OF THE COUNCIL AND/OR STAFF MAY PARTICIPATE BY TELEPHONIC OR VIDEO MEANS.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: V.A.
Date: 3/23/2026

Date submitted: 01/16/2026

Action: Other

Subject: Scheduled

Date requested: 3/23/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **V.A.1.**
Date: **3/23/2026**

Date submitted: 02/16/2026	**Action:** Other	**Subject: Legislative Update — Arizona State House of Representatives Teresa Martinez and Chris Lopez**
Date requested: 3/23/2026		

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: V.B.
Date: 3/23/2026

Date submitted: 01/16/2026

Action: Other

Subject: Unscheduled

Date requested: 3/23/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.A.**
Date: **3/23/2026**

Date submitted: 01/16/2026 **Date requested:** 3/23/2026	**Action:** Formal	**Subject: Approval of Minutes — February 9, 2026, and March 9, 2026, Regular Meeting Minutes and March 16, 2026, Work Session Minutes**

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Regular Meeting
February 9, 2026 at 6:00 PM
City Council Chambers

I. Call to Order

Mayor Andrew Sutton called the Regular Meeting of the Eloy City Council to order at 6:13 PM on Monday, February 9, 2026.

II. Roll Call

Present:	Mayor Andrew Sutton Vice Mayor Michelle Tarango Council Member Sara Curtis Council Member JoAnne Galindo Council Member Jose Garcia Council Member Dan Snyder Council Member Michael Vodrazka
Absent:	None
Staff Present:	Mackenzie Letcher, Interim City Manager Stephen R. Cooper, City Attorney Celine A. Kidwell, City Clerk

III. Moment of Silence

Mayor Sutton asked for a moment of silence.

IV. Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Vodrazka.

V. Public Appearances

Mayor Sutton noted that four individuals had signed up for unscheduled public appearances. He stated that the unscheduled appearances by Marlo and Robert Shuh would be held at the end of the meeting, before the Executive Session.

A. Scheduled

1. Autumn Community Foundation Presentation on Affordable Housing

This presentation was postponed to a future meeting.

B. Unscheduled

Syed Taha addressed the Council to invite the community, City Council members, City staff, and the Police Department to participate in Ramadan iftar (breaking of the fast) dinners hosted at his property, which he described as a community center and non-profit gathering space open to the public. He noted the dinners would be held each Saturday evening during Ramadan at 6:00 PM, beginning the following Saturday, and continuing through the next four Saturdays. He also referenced an ongoing code enforcement matter with the City, noting a brief extension had been granted during Ramadan. He welcomed all faiths and community members to attend.

Donna Krelin addressed the Council with a concern about unlicensed food vendors operating in vacant lots in her neighborhood. She described multiple food vendor trucks appearing over a recent weekend — four on one side of the street and two across the street — as well as a truck that had been parked in the area for approximately two months before being towed. She asked who to contact when vendors are operating without permits and whether enforcement action could be taken. Mayor Sutton thanked her and indicated the matter would be taken into consideration.

VI. Reports and Announcements

A. Mayor's Announcements

Mayor Sutton provided the following announcements:

- Community Highlight: Mayor Sutton and several Council members attended the production of Little Shop of Horrors at Robson Ranch. He gave a special acknowledgment to Council Member Vodrazka, who performed as the shopkeeper, calling it an excellent performance.
- The Mayor traveled to New York City for family business, noting extremely cold conditions (9°F with 30 mph winds) and expressing appreciation for returning home to Eloy.
- The Pet Vaccination Clinic held at City Hall on Sunday was observed to be a significant success, with a long line of cars. The Mayor thanked all organizers and participants.
- Nitrates in city water: The Mayor noted community questions about elevated nitrate levels reported in the City’s water service and indicated that Interim City Manager Letcher would address the matter in his announcements. He emphasized that the City is monitoring the situation closely and will act accordingly.

B. Council Members' Announcements

Council Member Galindo reported on her participation in the Point in Time Homeless Count on Friday, January 30, 2026. She was accompanied by two Code Compliance officers and CARA case managers. Key findings and takeaways included: the

homeless population in Eloy was described as relatively small and often composed of individuals temporarily stranded (e.g., vehicle breakdowns) rather than chronically homeless; needs expressed by individuals surveyed included more trash receptacles, access to water spigots, and shower voucher programs (noting that free shower vouchers from local truck stops are sometimes unused and could be donated to CARA). She noted the general attitude of the population she encountered was cooperative and self-sufficient. She also reported that on Friday, she and Council Member Tony Bencina of the City of Florence served as judges for the Pinal County School Spelling Bee, which she called one of the most challenging volunteer roles she has undertaken. Three winners advanced, two of whom will compete in the state finals with the potential to advance to the National Spelling Bee in Washington, D.C.

Vice Mayor Tarango reported attending the Little Shop of Horrors production at Robson Ranch (noting she stayed awake the whole time). On Saturday, January 31, 2026, she attended the Town of Florence Chamber Awards Dinner, where Craig McFarland was the guest speaker. She noted Mr. McFarland made several positive references to the City of Eloy during his remarks about housing, commercial, and industrial growth in the region. On Wednesday, February 4, 2026, she attended the Central Arizona Project (CAP) Stakeholder Dinner. She highlighted the ongoing negotiations between upper and lower basin states over water rights, noting that Arizona reuses 52% of its water, compared to only 5% in the upper basin, and that Pinal County — particularly its agricultural sector — has borne significant cuts to protect Lake Mead. She encouraged engagement with federal authorities regarding the 1922 Law of the River.

Council Member Vodrazka thanked fellow Council members, City staff, and the public for their support at the Robson Ranch theater production. He reported attending the Florence Chamber Awards Dinner on January 31, 2026, and the CAP Stakeholder Dinner on February 4, 2026, echoing Vice Mayor Tarango's comments on regional water issues.

C. City Manager's Announcements

Interim City Manager Letcher provided a detailed briefing on the elevated nitrate levels in the City’s water system. Key points included:

- Current Status: Nitrate levels had been measured at approximately 11 milligrams per liter at the time of the public notice. Recent testing showed levels had already decreased to approximately 10.3 mg/L. The threshold for removing the Tier 1 notification is 10.0 mg/L. The water department has been running its primary well pump 12 to 14 hours per day over the weekend to blend and dilute the nitrates.
- Cause: The elevated nitrates resulted from overlapping operational challenges. Well 4 was down for emergency repairs. Well 3, the primary mixing well, has also been offline for repairs for approximately six to eight months. Well 4 has since returned to operation and is actively being used to blend and dilute the water.

- Timeline: Well 3 repairs are expected to be completed in approximately April 2026. Once both wells are fully operational, staff do not anticipate further nitrate notification issues.
- Testing Protocol: The City conducts its own testing, but results must be submitted to the Arizona Department of Environmental Quality (ADEQ) for verification. ADEQ's confirmation of the elevated level triggered the Tier 1 notification. The City is conducting weekly testing going forward. Tier 1 is the lowest and least severe of three notification tiers.
- Public Notification: Physical copies of the notice were distributed to 12 high-traffic locations throughout the city (City facilities, local hospitals, schools, Pinal County Health offices, apartment complexes, and other frequently visited locations) in addition to the City's website, alert system, and Facebook page.
- Support for Impacted Families: The City procured approximately two pallets of bottled water available at City Hall for families with infants under six months of age. Families may pick up one case (24 bottles) per week during business hours (8 AM – 5 PM) upon presentation of a City utility bill.
- Long-Term Solutions: Two capital improvement projects were approved in the prior year to address nitrate issues: (1) a nitrate filtration system currently under construction at Pump Station 1, anticipated to be completed within a few months; and (2) the Well 3 replacement/repair project (one element of which is in the evening's agenda). Residents were encouraged to subscribe to the City's alert system for future notifications.

Additional City Manager Announcements:

- Air Park Area Plan Visual Open House: Scheduled for Wednesday, February 11, 2026, 5:00–7:00 PM at the Eloy Senior Center. The community is invited to provide feedback on the development vision for the air park area.
- Father-Daughter Dance: The most recent event was very well attended, with approximately 260 attendees. No one had to be turned away.

1. Police Chief Sergio Banales Council Briefing

Chief Banales provided the monthly police department activity report for January 2026, organized under three areas:

Department Updates:

- Police Officer Recruit Tad Mendez is graduating from the Gilbert Regional Police Academy on Thursday, February 12, 2026, at 1:30 PM. He will then enter the Field Training Officer (FTO) program (approximately five to six months).
- Three officer vacancies currently exist; Mendez's hire fills one. One lateral applicant is in the background check process.
- Two dispatcher vacancies are open for recruitment, with interviews anticipated soon. A third dispatcher is departing in February, leaving three vacancies out of six authorized positions. Chief Banales thanked Human Resources Director Sylvia Lopez and Interim City Manager Letcher for their support in filling critical

positions.
- From 2022 to 2025, the department averaged 8,609 calls for service annually, with an average answer time of 9.4 seconds (national standard: under 10 seconds). Dispatchers are currently required to work up to 16 hours of overtime per week to meet minimum staffing requirements.

Community Engagement Activities:

- January 5: The Police Department hosted a volunteer appreciation brunch at Robson Ranch to thank the PD Volunteer program. Officers averaged hundreds of volunteer hours annually.
- January 17: Pinal County Animal Care and Control vaccination clinic at City Hall. Vaccinations administered: 91 rabies, 98 parvo, 34 Bordetella, 10 cat combos, 12 microchips, and 23 licenses issued.
- February 7 (Saturday): Citizens Academy session held to educate residents and recruit volunteers.
- February 8 (Sunday): Second vaccination clinic at City Hall: 139 rabies, 145 parvo, 56 Bordetella, 14 cat combos, 19 microchips, and 43 licenses issued.
- January 7: Cops and Clergy program meeting with faith-based community leaders. A community outreach event is being planned for approximately April, with potential activities including a pancake breakfast or barbecue hosted in front of the police department.

Notable Enforcement Activity:

- January 9, 2026 (approx. 8:30 AM): Attempted arson at the Community Action Human Resources (CAHR) building in Eloy. A subject entered the lobby, poured gasoline on the front counter, and attempted to ignite it with a lighter before being confronted by staff and leaving. The suspect was later located at a Family Dollar store, where he had also shoplifted a pair of shoes and socks. Evidence from both locations corroborated witness statements. The suspect was found with a lighter, a water bottle containing gasoline, and matches. The suspect was arrested and subsequently indicted by the grand jury for arson of an occupied structure. He remains in custody pending trial.
- January 26, 2026 (approx. 8:00 PM): Fraud investigation. A victim reported receiving calls from an individual claiming to be a Microsoft representative. The victim was persuaded to withdraw $25,000 in cash and deliver it to a male subject outside the Robson Ranch development. The investigation is ongoing with minimal evidence leads. The department is preparing an informational flyer for the public on how to identify and avoid scams.
- Ongoing Homicide Investigation: The department continues to investigate the homicide of Maria Guadalupe “Lupita” Acuña, 39, of Eloy, which occurred on Sunday, December 21, 2025, in the 500 block of East Hopi Circle. Investigative leads have been exhausted. The public is asked to contact Detective [name TBD] at the Eloy Police Department or Silent Witness at 520-464-3453 (anonymous). A reward of up to $1,000 is available through Silent Witness of Casa Grande.

January 2026 Statistics:

- Police: 1,305 calls for service
- Eloy Fire District: 303 calls for service (approx. 23% of total call load)
- Dispatch: 619 • 911 calls received; 2,124 total calls to dispatch
- Officers investigated 142 incidents.
- 264 civil traffic citations issued
- 16 traffic collisions investigated
- 184 public records requests received; 167 completed by records staff

Following the Chief's briefing, Council Member Galindo asked whether the County provides a breakdown of vaccination clinic attendees by residency (Eloy residents vs. those coming from outside the City). Chief Banales confirmed that residency data is not currently being reported, but indicated it could be requested. Mayor Sutton and the Vice Mayor acknowledged the pressures on the dispatch center and the importance of avoiding burnout.

VII. Consent Agenda

Mayor Sutton noted a correction to the Consent Agenda: Item B listed the backhoe purchase at $169,000; the correct amount is $169,924.76. No Council member requested to pull any item. Mayor Sutton called for a motion to approve the Consent Agenda as presented (with the corrected amount for Item B).

Motion to approve by Council Member Garcia; seconded by Council Member Vodrazka. The following items were approved:

A. Approval of Minutes — January 26, 2026, Regular Meeting

B. Authorization to utilize the Sourcewell contract #011723-CNH for the purchase of one (1) 2026 Case 590SN 4WD backhoe from Sonsray Machinery, Case Construction in the amount of $169,000 for use at Eloy Memorial Park. Funding for this purchase is available in the FY 2025-2026 Capital Improvement Plan (CIP) and was approved by City Council as part of the FY 2025-2026 Budget Process.
Clarified amount: $169,924.76

C. Authorization for the Mayor to execute Contact No. 2026-002-COE, an On-Call Professional Services Contract with Logan Simpson Design, Inc. in the amount of $34,415.00, to prepare the documents and historic preservation plan needed to rezone the property to the City's Eloy Historic Preservation (HP) overlay zone and apply for nomination to the National Register of Historic Places (NRHP) for the property containing Santa Cruz Valley Historic Museum and Children's School House. This project was included and approved in the FY 2025–2026 Capital Improvement Program (CIP) and falls within the allocated budget.

VIII. Business: Possible Discussion and/or Action on the Following:

A. Approval of Proposal from Wilson Engineers, LLC for Well 3 Regulatory Compliance Services, for an amount not to exceed $175,000.

Interim Public Works Director Refugio Gallegos (“Cookie”) presented a recommendation that the City Council approve the proposal from Wilson Engineers, LLC to provide regulatory compliance services for Well 3. The scope includes preparation and processing of the Arizona Department of Environmental Quality (ADEQ) Approval to Construct (ATC) permit and Approval of Construction (AOC) documentation under the City’s on-call engineering contract, for an amount not to exceed $175,000.

Background: The City Council approved the Well 3 replacement project on August 25, 2025, with construction managed by CADE under an existing Intergovernmental Agreement (IGA). While CADE manages construction, the City is responsible for ADEQ drinking water regulatory permitting. During a recent site visit, ADEQ found that the ATC permit had not been obtained prior to the beginning of construction, as required. To address this deficiency and obtain both the ATC and AOC approvals, staff recommended retaining Wilson Engineers, LLC under the City’s on-call professional services contract. Funding is available within the FY 2025–2026 Water Capital Improvement Program (CIP) through reallocation, with no net impact to the water fund.

No Council members had questions or comments. Mayor Sutton noted appreciation for the “no fiscal impact” aspect of the item.

Motion to approve by Council Member Garcia; seconded by Council Member Vodrazka.
Motion carried unanimously (7-0).

PUBLIC APPEARANCE (DEFERRED) – Prior to Executive Session
Prior to convening into Executive Session, Mayor Sutton recognized a deferred public speaker, Marlo Shuh – Eloy Resident (Roadside Waterline, Phase 2), who addressed the Council regarding the road waterline Phase 2 matter. She provided a positive update on the progress made under Interim City Manager Letcher’s leadership since he assumed the position. She noted that within approximately two and a half months, the City had scheduled multiple meetings, conducted a site walk-through with staff, including Project Engineer Jeremy Hansen, and returned with a comprehensive, well-analyzed option to address the water line issue. She stated this represented more progress than had occurred in the prior three years and expressed high praise for Mr. Letcher’s responsiveness and thoroughness. She acknowledged that the matter had not yet reached a final resolution but expressed confidence in the direction it was taking.

IX. Executive Session

A. Pursuant to A.R.S. § 38-431.03(A)(1), (3), and (4), the City Council may convene into Executive Session to conduct the three-month performance review of the Interim City Manager. Discussion may include evaluation of performance, consideration of employment matters, and discussion and direction regarding the negotiation of a contract and terms of employment. The Council may also receive legal advice related to these matters.

Mayor Sutton announced that the City Council would convene into Executive Session pursuant to A.R.S. §38-431.03(A)(1), (3), and (4) to conduct the three-month performance review of the Interim City Manager. Discussion to include evaluation of performance, consideration of employment matters, and discussion and direction regarding the negotiation of a contract and terms of employment. The Council may also receive legal advice related to these matters. Present in Executive Session: all Council members, Interim City Manager Letcher, and City Attorney Cooper.

A motion to convene in Executive Session was made and seconded. All in favor. Motion carried.

The City Council reconvened into open session following the Executive Session at 7:40 PM.

X. Adjournment

Mayor Sutton called for a motion to adjourn. Motion was made and seconded. All in favor. Mayor Sutton adjourned the meeting at 7:41 PM.

BY:

ATTEST:

_____
Andrew Sutton, Mayor

_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Regular Meeting
March 9, 2026 at 6:00 PM
City Council Chambers

I. Call to Order

Mayor Andrew Sutton called the Regular Meeting of the Eloy City Council to order at 6:00 PM on Monday, March 9, 2026.

II. Roll Call

Present: Mayor Andrew Sutton
Vice Mayor Michelle Tarango
Council Member Sara Curtis
Council Member Jose Garcia
Council Member JoAnne Galindo
Council Member Dan Snyder
Council Member Michael Vodrazka

Absent: None

Staff Present: Mackenzie Letcher, Interim City Manager
Stephen R. Cooper, City Attorney
Celine A. Kidwell, City Clerk

III. Moment of Silence

Mayor Sutton asked for a moment of silence.

IV. Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Vodrazka.

V. Public Appearances

A. Scheduled
No scheduled public appearances.

B. Unscheduled

Syed Taha – Eloy Resident (Ongoing Code Enforcement Matter):
Mr. Taha addressed the Council regarding an ongoing code enforcement and property abatement dispute involving City Attorney Stephen Cooper and Community Development Director Dan Symer. He described a series of events involving an

abandoned vehicle complaint, abatement actions, and what he characterized as improper conduct during the February 10, 2026, abatement, including damage to personal property, harm to livestock and bees, and chemical spraying near young children. He provided photos and videos as supporting documentation. He stated the matter had also involved Pinal County, which dismissed its case after inspection. Mr. Taha concluded by requesting the City close the matter.

Brent Grizzle – Eloy/Riverside (Representing Matera LLC):
Mr. Grissell addressed the Council on behalf of Matera LLC, which holds 835 acres near Sunshine Boulevard and Battaglia Road. He discussed the significant capital requirements for major development projects, including sewer plant expansions, infrastructure, and roads, and encouraged the City to continue exploring bond financing tools such as Community Facilities Districts (CFDs) and revitalization districts to ease the path for home builders and future development.

Lenora Nobel – Robson Ranch, Eloy (Freepoint Project):
Ms. Muebel addressed the Council regarding the Freepoint Project. Drawing on her experience as a former school principal in a community adjacent to a chemical plant, she expressed concern about particulate emissions, specifically referencing the scaling and promating processes at similar plants and the deposition of lead and sulfuric acid particulates near schools and neighborhoods. She urged the Council to take a close look at Freepoint's plant practices and particulate measurement methods, and to conduct a thorough review before proceeding.

VI. Reports and Announcements

A. Mayor's Announcements

Mayor Sutton provided the following announcements:

- February 24: Mayor Sutton, along with the Interim City Manager and City staff, met with representatives from APS at City Hall to discuss the pending rate case. Key takeaway: data centers are required to pay for any upgrades needed for their power demand and do not drive up residential rates. APS also presented information about bill assistance programs available to customers
- February 28: Mayor Sutton attended the First Responders Charity Benefit hosted by the Spiral Campaign. He recognized Corporal Anthony Stratton, who received the First Responder of the Year Award, and thanked Police Chief Sergio Banales for his leadership.
- March 4: Mayor Sutton attended the Arizona Corporation Commission hearing regarding a rate case affecting some Eloy residents. While not all advocacy goals were achieved, he noted that consumer rates for certain residents had increased by over 100% and that the City's presence at the hearing helped mitigate a worse outcome.
- March 6: Mayor Sutton and Council members attended the Pinal Partners monthly breakfast at Robson Ranch, where the Pinal County Board of Supervisors were guest speakers. Key topics included water resources and regional transportation. Later that day, the Mayor joined Council members for the ribbon cutting of Plate and Palette restaurant in the former Encore space, owned by Chef Stefan and his wife, Karen. The Mayor also traveled to the

state capitol to advocate for transportation funding as Chairman of the Sun Corridor MPO, meeting with senators and representatives about Eloy's fair share of transportation resources.

B. Council Members' Announcements

Council Member Galindo reported on the Pinal Partners breakfast and the Plate and Palette ribbon cutting. She highlighted the Eloy Alliance Club's annual golf tournament held at Robson Ranch, noting WM as a lunch sponsor, along with Creekside Taco Shack, Grayhawk General Agency, and the City of Eloy. She noted that the team representing the City of Eloy — which included the Interim City Manager and two Santa Cruz High School students — took first place in the tournament. She also thanked the Exceptional Health Hospital and all supporters.

Council Member Snyder highlighted the discussion at the Pinal Partners breakfast regarding transportation infrastructure needs in the region, including challenges in Santee, Queen Creek, and along the 347 corridor in Maricopa. He noted that a transportation funding ballot measure may be proposed for 2028 but expressed concern about the lack of near-term solutions, acknowledging that all county supervisors are aware of the need.

C. City Manager's Announcements

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nterim City Manager Mackenzie Letcher announced the upcoming meetings and events:

- General Plan Update: The 60-day public draft review period is now open through May 3, 2026. Residents can access and comment at the City's General Plan update website.
- Air Park Master Plan Joint Session: A joint session of the Planning and Zoning Commission and City Council is scheduled for Wednesday, March 11, 2026, at 5:00 PM in the Community Room at City Hall.
- 11 Mile Corner Road Sewer Expansion Project: The 36-inch sewer line expansion to 11 Mile Corner is on schedule and expected to be completed on April 3, 2026. Phases 2 and 3 down Battaglia Road will follow.
- Battaglia Road Sidewalk Project Work Session: Scheduled for Monday, March 16, 2026, at 5:30 PM.
- Teen Top Golf Trip: Friday, March 13, 2026, for ages 12–17. Departure at 8:45 AM and return at 1:30 PM from the Eloy Community Service Center at 100 7th Street. First five teams to register are free; others pay $20. Includes games, golf, and lunch.

1. Police Chief Sergio Banales Council Briefing

Police Chief Sergio Banales Council Briefing – Rescheduled:

Interim City Manager Letcher reported that Chief Banales was out of the office and that Captain Jerome, who was serving as Acting Chief, was also unavailable due to a

family emergency. The Police Department's quarterly briefing was rescheduled to the end of the month.

2. Quarterly Financial Update for the Period Ending December 31, 2025

Finance staff member Brian Wright presented the quarterly financial update. Key highlights included:

- As of December 31, 2025, there were 11 full-time and 1 part-time positions open.
- General Fund revenues were approximately $11.2 million; expenses approximately $15.7 million, reflecting a negative variance of approximately $4.5 million. This variance is attributable to approximately $18 million in budgeted reserve drawdowns for capital projects, including a $5 million transfer to the Economic Development Fund and approximately $836,000 and $1.5 million in transfers to the water fund.
- Before transfers, General Fund revenues exceeded expenses by approximately $2.8 million.
- City sales tax collections totaled approximately $4.5 million, approximately $424,000 above projections. Construction sales tax was the primary driver of the positive variance. Manufacturing, wholesale trade, and communications/utility categories all exceeded prior year collections (up approximately 42%, 48%, and 27% respectively). Retail sales tax was approximately 1% below prior year collections.
- State shared revenues were below expectations, primarily due to Santander Corporation now receiving state shared revenues directly. Impact is estimated at approximately $80,000 below projections.
- Solar projects generated approximately $600,000–$700,000 in permit fees. Plan check fees, residential/commercial permits, and interest income all exceeded budget expectations.
- Enterprise funds (water, sewer, sanitation) are meeting expectations, largely due to the rate increases implemented in November.
- PFM will present a portfolio and economic update to Council at the end of April (third quarter of fiscal year).
-

Council Member Curtis asked about the Streets Fund “other revenue” variance, noting the budget showed approximately $200,000 but anticipated year-end collections of over $1 million. Staff explained that large one-time permit fees related to engineering and road-related solar and infrastructure projects drove the increase, with $886,000 already collected.

Council Member Curtis also asked about grant fund variances. Staff clarified that the City budgets high for grant authority (up to $30 million) but only collects and spends what is actually awarded. The $5 million Sun and Jin Road project grant is already in the bank as a holding.

Discussion was held regarding capital projects listed as “not started” (NS), particularly water projects previously planned for WIFA financing that are now being pushed to a future period as the City pursues a utility obligation bond instead.

Council Member Curtis asked about in-progress capital projects with upcoming completion dates. Staff confirmed that the majority of VERC projects and similar efforts are on track for completion by May or June and by end of fiscal year. The 11 Mile Corner sewer project (6.9-inch gravity line) remains on schedule for April completion.

VII. Consent Agenda

Council Member Garcia moved to approve the Consent Agenda as presented. Motion was seconded by Vice Mayor Tarango. The following consent items were approved unanimously:

A. Approval of Minutes — January 26, 2026, Work Session and February 9, 2026, Work Session

B. Adoption of Resolution No. 26-1649, authorizing street name changes to twenty street segments in various Toltec subdivisions.

C. Consideration and Ratification of Exhibit A to the First Amendment of the Intergovernmental Agreement (IGA) between Pinal County and the City of Eloy for the Purpose of Continued Participation in the Regional SWAT Team, and Authorize the Mayor and/or Designees to sign Exhibit A to Execute the Amendment.

D. Case No. PP2024-002: Daybreak Industrial. A request by Ryan Mortillaro, of Colliers Engineering & Design, Inc., on behalf of Far Marel, LLC, Viel Gluck, LLC, Ben Fatto, LLC, Eloy 660, LLC, and Daybreak 1320, LLC for an 8-lot subdivision containing approximately 118.63 acres, with General Industrial (I-2) zoning.

E. Adoption of the following Resolutions and Ordinance finding that the applicable criteria have been met and approving a major General Plan Amendment and an Amendment to the Zoning Map (Rezone) submitted by Julie Vermillion of Coe & Van Loo Consultants on behalf of I-10 Eloy Eleven Mile Corner and Battaglia Dr 453, LLC, for a property consisting of approximately 338 acres located at the northeast corner of West Battaglia Road and West Frontier Street:

1. Resolution No. 26-1650, approving Case Nos. GPA2025-001: TES Eloy. A request by Julie Vermillion, of Coe & Van Loo Consultants, on behalf of for a major General Plan Amendment from Medium Density Residential and General Industrial to Mixed-Use;
2. Ordinance No. 26-999, approving Case No, RZPAD2025-002. A request by Julie Vermillion, of Coe & Van Loo Consultants, on behalf of I-10 Eloy Eleven Mile Corner and Battaglia Dr 453, LLC, for an Amendment to the Zoning Map (Rezone) from Single-Family Residential (R1-12) to Mixed Use (MU) and Multiple-Family Residential (R-3) with the Planned Area Development Overlay (PAD)
3. Resolution No. 26-1651 declaring a public record for that certain document filed with the City Clerk and entitled “RZPAD2025-002: TES Eloy PAD."

VIII. Business: Possible Discussion and/or Action on the Following:

A. General Plan Update - Status Update and Public Review Period

Community Development Director Dan Symer announced that the City has entered the final phase of the General Plan update process. The 60-day public draft review period is now open. He introduced Ryan Stevenson of Logan Simpson to present the General Plan update and public participation summary.

Mr. Ryan Stevenson provided a comprehensive overview of the General Plan update process, which launched 18 months prior. Key points included:

- The General Plan update is a five-phase process currently in Phase 5 (the 60-day public review period), which runs through May 3, 2026. Residents can access and comment at plan.conveyor.com/your-general-plan-60-day-draft.
- Public participation to date: over 7,500 community engagements; 306 survey responses; over 3,500 webpage views (including 2,300 unique subscribers); 6 community workshops engaging 159 participants; and outreach at community events including Eloy Glow, E-Star, and Fiestas Patrias.
- The plan is organized into four key themes: Purposeful Growth, Prosperous Economy, Balanced Environment, and Resilient Infrastructure. Each theme includes a miniature vision statement, goals, policies, and implementation actions tied to statutory requirements.
- Community Vision Statement: “Eloy is growing with purpose, rooted in history, guided by community pride and focused on improving quality of life for all. As we develop and revitalize our neighborhoods, strengthen our economy, and invest in infrastructure, we will remain a city that honors its small-town charm while embracing opportunity.”
- The General Plan is a statutorily required document updated every decade. It serves as the foundational document from which all zoning decisions, sub-area plans, building plans, and certificates of occupancy flow.
- Upcoming milestones: Mobile Immersion Lab open house – March 26 (11:00 AM – 6:00 PM), Planning and Zoning Commission hearing – May 20, Council approval – June 22, followed by a 120-day period and a November ballot for resident ratification.

Council Discussion:
Mayor Sutton relayed a constituent question from Mary Beth asking how the General Plan review information is being shared with residents who are not active on social media. Mr. Stevenson and staff confirmed that the March 26 Mobile Immersion Lab would include physical copies of the draft plan for review, and that outreach had been conducted through in-person events, emails to a mandated contact list, and digital channels.

Council Member Snyder asked how residents in areas such as Toltec would be notified of the Mobile Immersion Lab. He suggested including a notice in the City’s water bill. Staff acknowledged that it was too late to include something in this month’s water bill mailer (advertisements had just been finalized), but confirmed outreach was underway through City Hall message boards, the school district, the City website, and community events. Staff noted that community participation in this update has been

exceptionally high compared to prior General Plan cycles, with nearly 40–50% engagement of targeted contacts, including 40% self-reported diversity among respondents.

B. Approval of an Employment Contract for Mackenzie Letcher as City Manager including Salary and Benefits.

City Attorney Stephen Cooper presented the terms of the proposed employment contract for Mackenzie Letcher as City Manager, effective immediately upon Council approval.
Key contract terms included:

- Open-ended contract: continues until terminated by either party.
- Termination by Mr. Letcher: 60-day written notice required.
- Termination by the Council without cause: nine (9) months paid severance.
- Annual salary: $177,210 (midpoint of the current City Manager salary range).
- Car allowance: $7,200 per year.
- Phone and technology allowance included.
- Continuing education: ICMA membership and approved travel supported.
- Performance review: conducted annually; Mr. Letcher is responsible for initiating the scheduling with Council.
- Participation in standard City employee benefits, including PTO accrual.

Mayor Sutton noted that former City Manager David Malewitz had submitted a letter in support of Mr. Letcher's appointment. Council Member Snyder read the letter into the record. In it, Mr. Malewitz offered his sincere recommendation of Mackenzie Letcher, describing his professionalism, dedication to public service, and ability to build cooperative relationships. The letter concluded with congratulations and best wishes, and a lighthearted suggestion that Mr. Letcher retire his puffer vest in favor of a new sports coat. The letter was signed by: David Malewittz, Assistant City Manager, Paso Robles, California.

Council Comments:
Multiple Council members expressed support for Mr. Letcher's appointment:

- Council Member Curtis stated she had been personally supportive of moving Mackenzie forward as quickly as possible once it became clear during the interim period that he was capable of performing as permanent City Manager.
- Council Member Galindo expressed enthusiastic confidence in Mr. Letcher, noting that community members consistently speak highly of him and that she believes this is the role he was made for. She pledged full support.
- Council Member Garcia indicated he was ready to move forward and noted that Mr. Letcher had already become involved in community organizations.
- Council Member Snyder reflected on his prior work with Mr. Letcher and expressed appreciation for the progress made in translating the Capital Improvement Plan into a coherent vision. He noted that as permanent City Manager, Mr. Letcher would be fully accountable and expressed confidence in his abilities.

- Vice Mayor Tarango, noting her 24 years of service with the City, called the appointment one of the best decisions the City has made in a long time and expressed belief that Mr. Letcher will take the organization to the next level.
- Mayor Sutton quoted noted management guru Tom Peters, paraphrasing him as saying, “Good leaders do not create followers — good leaders create more leaders,” and attributed this quality to former City Manager David Malewitz, expressing his expectation that Mr. Letcher will carry on that tradition.

Mr. Letcher thanked Mayor and Council for the opportunity and acknowledged former City Manager Malewiitz for building a strong team. He spoke about the collaborative working environment between Council and City staff, expressing gratitude for the strong foundation he is inheriting. He shared that his decision to transfer from Casa Grande was driven by the potential he saw in Eloy. He introduced his family in attendance — his parents (his father, a former City Manager for Tucson, Sedona, and Burlington, Vermont), his mother-in-law, and his wife Stephanie — and credited their support for his success. He formally accepted the position.

Mayor Sutton called for a motion to approve the Employment Contract for Mackenzie Letcher as City Manager, including Salary and Benefits.

Motion by Council Member Garcia; seconded by Council Member Galindo.

Roll call vote:
Council Member Garcia – Yes
Council Member Galindo – Yes
Council Member Vodrazka – Yes
Council Member Curtis – Yes
Vice Mayor Tarango – Yes
Council Member Snyder – Yes
Mayor Sutton – Yes
Motion carried unanimously (7-0). Mackenzie Letcher is hereby appointed City Manager of the City of Eloy, effective immediately.

IX. Executive Session

There was no Executive Session.

X. Adjournment

Mayor Sutton called for a motion to adjourn. Motion was made and seconded. All were in favor. Mayor Sutton adjourned the meeting at 7:15 PM.

BY:

ATTEST:

_____
Andrew Sutton, Mayor

_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Work Session Meeting
March 16, 2026 at 5:30 PM
City Council Chambers

I. Call to Order

The Work Session of the Eloy City Council was called to order at approximately 5:30 PM on Monday, March 16, 2026, by Mayor Andrew Sutton.

II. Roll Call

Present: Mayor Andrew Sutton
Council Member Sara Curtis
Council Member JoAnne Galindo
Council Member Jose Garcia
Council Member Dan Snyder
Council Member Michael Vodrazka

Excused: Vice Mayor Michlle Tarango

Staff: Mackenzie Letcher, City Manager
Celine Kidwell, City Clerk
Refugio Gallegos, Interim Public Works Director
Jeremy Hansen, Project Engineer

III. Public Comment

Mayor Sutton opened the floor for public comment. No members of the public were present for public comment. The Mayor noted there were no speakers and moved directly to Discussion Items.

IV. Discussion Items

A. Presentation and Discussion on the Battaglia Road Sidewalk Project
Refugio 'Cookie' Gallegos introduced the item, providing a brief overview of the proposed sidewalk project along Battaglia Road from 11 Mile Corner Road to Sunshine Boulevard. Staff noted the project would construct a new sidewalk along the south side shoulder of Battaglia Road, improving pedestrian safety and connectivity within the corridor while supporting future transportation and infrastructure improvements. The project is being coordinated with the Sun Corridor Metropolitan Planning Organization (MPO).

Presentation by Irene Higgs, Executive Director – Sun Corridor MPO:

Ms. Higgs provided Council with an overview of the project's history and regional significance, including the following:

- In 2023, the City of Eloy was awarded $279,028 in Transportation Alternative Program (TAP) funding from ADOT to scope the Battaglia Road Sidewalk Project to 30%. That scoping phase was completed.
- In August 2025, the City of Eloy was awarded final design and construction funding through the Transportation Alternative Program (TAP).
- The final design is programmed for 2026 at $267,977 in TAP funding with a local match requirement of $16,198.
- Construction funding is programmed for 2028 at $2,240,510 in TAP funding with a local match requirement of $135,428.
- Project scope: construct 5,310 linear feet (just over one mile) of 5-foot-wide sidewalk on the south side of Battaglia Road from 11 Mile Corner Road to Sunshine Boulevard. The project also includes vertical curb and gutter, accessible sidewalk ramps, and drainage/concrete sidewalk structures.
- Purpose: provide a pedestrian-friendly pathway connecting underserved and economically disadvantaged neighborhoods with parks, schools, and municipal buildings.
- Community benefits include safer pedestrian access for older residents, students walking or biking to any of the four nearby schools, and residents accessing parks and recreational facilities.
- The project includes a reduction of the eastbound travel lane width, which is expected to decrease vehicle speeds. Current conditions show no sidewalks on Battaglia Road between 11 Mile Corner and Sunshine Blvd, with 2,100–2,680 average daily traffic and 85th percentile speeds of 43 mph. The posted speed limit is 25 mph from Cura Street to 11 Mile Corner Road and 35 mph from Cura Street to Sunshine Boulevard.
- Speed bumps were noted as not practical because Battaglia Road is a primary emergency response route for the City.

Presentation by Sean Nugent – Horrocks Engineering (Consultant Designer/Project Manager):
Mr. Nugent provided a description of the project design and proposed improvements, including the following:

- Project No. 0000-PN-ELY / T053901C; Federal Aid No. ELY-0(209)T.
- Existing conditions: approximately 35-foot paved road with two travel lanes and an 8-foot shoulder on the north side. A drainage channel runs parallel to the south side of the road with drainage pipes at each cross-street crossing. Vehicles currently park informally on dirt behind the curb and gutter on the north side.
- Three design alternatives were developed and presented to the City. The current proposed design — a sidewalk on the south side with lane narrowing — was selected.
- The design is currently at Stage 4 (95%) for ADOT. The project has received environmental clearance.
- Proposed design: the two travel lanes are shifted northward, eliminating the

existing 8-foot striped shoulder/informal parking area. A new curb, gutter, and 5-foot sidewalk are added along the south side.

- A 4:1 tie-in slope separates pedestrians from the existing drainage channel. Guardrail is provided only at isolated locations near crossings where the slope is steeper or an actual drop-off exists; a continuous handrail is not required per ADA and safety standards.
- Design benefits: sidewalk remains within the existing 40-foot road easement (no right-of-way acquisition required); no significant impacts to the drainage channel; no extension of pipe culverts at cross streets (reducing cost); no utility relocations along the north side; minimal driveway impacts on the north side; existing informal dirt parking on north side is maintained.

Council Questions and Discussion:
Council Member Curtis asked for clarification on the parking impact. Mr. Nugent confirmed that the existing 8-foot striped shoulder on the north side (which was considered an informal parking aisle) would be eliminated, but the dirt area behind the curb on the north side, where residents currently park informally, would remain. He noted that this informal parking arrangement is an existing practice and was considered favorably by the City during the design process.

Council Member JoAnne Galindo asked for clarification on the sidewalk location relative to the drainage ditch. She noted that an earlier proposal she had reviewed appeared to place the sidewalk on the south side of the road adjacent to the drainage ditch, and that she had previously raised concerns about that alignment — particularly during monsoon season when water flows rapidly through the channel. She asked whether the current proposal was instead on the north side. Mr. Nugent clarified that the current proposed design does, in fact, place the sidewalk on the south side of the road, adjacent to the drainage ditch. He explained that the proposed typical section includes a 1-foot buffer behind the back of the sidewalk, followed by a 4:1 tie-in slope that separates pedestrians from the existing drainage channel.

Council Member Galindo followed up by asking whether any safety features or buffers were proposed for pedestrians along the drainage ditch side. Mr. Nugent responded that, per ADA and engineering safety standards, a 4:1 slope does not require a handrail. He noted that guardrails are provided at isolated locations near cross-street intersections where the grade is steeper than 4:1 or where there is an actual drop-off, but that a continuous railing parallel to the entire corridor is not included in the proposed design. Council Member Galindo acknowledged the response.

Mayor Sutton and Council Member Dan Snyder expressed concern regarding pedestrian and motorist safety with respect to vehicles parked in the dirt area now that the 8-foot buffer would be removed. There was discussion about potential liability if a person exiting a parked vehicle were struck. Mr. Nugent noted that currently, parked vehicles in the striped shoulder are already adjacent to travel lanes, so the situation in the new design is comparable. Council and staff agreed that the legality and responsibility for the informal parking area warrants further review, including a determination of where property lines end relative to the curb and fence line.

Council Member Dan Snyder suggested that, before construction commences, the

City consider a targeted notice or town hall for residents along this segment of Battaglia Road, informing them of the upcoming changes and the associated parking conditions. Staff noted that ADOT had already conducted public outreach to residents along the corridor and received no feedback. However, staff acknowledged that additional city-level outreach could be conducted beyond what is required and committed to exploring that option, given that construction is approximately two years away.

Mayor Sutton suggested that no-parking signage restricting parking during certain hours (for example, no parking 7:00 AM – 4:00 PM) could be explored as a way to balance safety concerns with the community's established parking habits. Staff agreed to look into signage options.

Discussion was also held regarding a future sewer line project along Battaglia Road. City staff indicated that the sewer line is currently proposed to run in the center of the westbound lane. Staff and Sun Corridor representatives noted a preference for completing the sewer line installation prior to sidewalk construction in order to minimize disturbance and damage to the new sidewalk. Council Member Dan Snyder asked about the relationship between the sewer line alignment and the narrowed lane, and staff confirmed the sewer line would be pushed further north given the shifting of the lanes.

Council discussed anticipated growth along the Battaglia Road corridor, including the Esperanza residential development (estimated at over 600 acres in total, with approximately 100 acres currently under construction) located north of the project area near Main Street, and the Walton/Palmea development near Sunshine Boulevard. Council members noted these developments strengthen the case for the sidewalk project and for potential future road widening. It was noted that Esperanza's approved plans include eastbound right-turn lanes, westbound/eastbound center-turn lanes, and frontage sidewalk along the north side of their property.

City Manager Mackenzie Letcher confirmed that the purpose of the Work Session was to receive input and direction from Mayor and Council on whether to proceed with the proposed design. Mayor and Council members indicated consensus to move forward with the current design as presented. Staff noted that proceeding with a different design option at this stage would require the City to bear re-engineering costs. Council's consensus to proceed was noted.

V. Adjournment

Mayor Sutton acknowledged and thanked the City staff and the Sun Corridor MPO team for their efforts on the project and for securing grants on behalf of the City. A motion to adjourn was made, seconded, and approved. The Work Session was then adjourned at 6:02 p.m.

BY:

ATTEST:

_____

Andrew Sutton, Mayor

_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.B.
Date: 3/23/2026

Date submitted: 03/02/2026 **Date requested:** 3/23/2026	**Action:** Formal	**Subject: Approval of a One-Year Contract Extension with Armstrong Consultants, Inc. - Airport Engineering, Design, and Construction Management Consulting Services**

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Business Manager

RECOMMENDATION:
Staff recommends that the City Council approve a one-year contract extension with Armstrong Consultants, Inc. (now operating as HW Lochner, Inc.) for Airport Engineering, Design, and Construction Management Consulting Services for the period of March 28, 2026 through March 28, 2027. Furthermore, authorize the City Manager to execute the contract extension and any related documents necessary to effectuate the extension.

DISCUSSION:
On March 27, 2023, the City entered into an Airport Engineering, Design, and Construction Management Consulting Services Agreement with Armstrong Consultants, Inc. for a three-year term. Section 1.7 of the agreement permits up to two (2) one-year extensions under the same terms and conditions as the original agreement, with the exception of an updated hourly fee schedule.

Since execution of the agreement, Armstrong Consultants, Inc. has been acquired by HW Lochner, Inc. and is now operating under that name. The original contracting entity, Armstrong Consultants, Inc., remains in place for contractual continuity.

Over the past three years, Armstrong Consultants, Inc. has provided professional and responsive engineering and consulting services in support of the Airport's Capital Improvement Program (CIP). Staff has been satisfied with the quality of work, technical expertise, regulatory compliance support, and overall project management. Current projects under this agreement include: Phase III Drainage Improvements, T-Hangar Rehabilitation Design, and Apron Rehabilitation Design. Projects anticipated for the upcoming fiscal year include: Phase IV Drainage Improvements, and continued T-Hangar Rehabilitation Design and Construction.

Extending the agreement will ensure continuity of services, maintain project momentum, and support timely implementation of FAA- and ADOT-funded projects.

FISCAL IMPACT:
There is no direct fiscal impact associated with approval of this contract extension. All consulting services and task orders issued under the agreement will require prior authorization before work commences.

Services are provided on an as-needed basis and are guided by the Airport Capital Improvement Program. Funding for individual projects will be identified and approved through the City's annual budget process and applicable grant agreements.

Approved as to Form:

Stephen R. Cooper, City Attorney

CITY OF ELOY

ARIZONA

February 27, 2026

Mr. Erik Vliek, Business Operations Manager
HW Lochner, Inc.
715 Horizon Drive, Suite 225
Grand Junction, CO 81506

RE: Professional Services Agreement Extension - Engineering

Dear Erik,

In accordance with Section 1.7 of the Airport Engineering Services Contract, between the City of Eloy and Armstrong Consultants, Inc. executed March 27, 2023, the City of Eloy hereby extends the provisions of this contract to March 28, 2027 per your request.

Sincerely,

_____, City Manager

City of Eloy, Arizona

Attest:

_____, City Clerk

City of Eloy, Arizona

Lochner

2345 South Alma School Road | Suite 208 • Mesa, AZ 85210
OFFICE 602.803.7079 • hwlochner.com

February 27, 2026

Kristina Wasiniak
Public Works Business Manager
City of Eloy, Arizona
1137 West Houser Rd
Eloy, Arizona 85131

RE: Professional Services Agreement Extension Request - Engineering
City of Eloy, Arizona – Eloy Municipal Airport

Kristina,

Thank you for the opportunity to continue serving the airport improvement needs for the City of Eloy. We are grateful for the trust and confidence you have placed in our firm and our desire is to continue building upon that foundation for many years to come.

The conditions of the Professional Services Agreement with the City require that HW Lochner, Inc. obtain an annual contract extension during the life of this five-year contract.
This extension will cover the period from March 28, 2026 to March 28, 2027. Please accept this letter as our request for the 2026/2027 extension.

Please note that our company name has changed. We are now HW Lochner, Inc. Future correspondence will include reference to Lochner. However, since our Professional Service Agreement with the Town is stated as Armstrong Consultants, Inc., the entity of Armstrong Consultants, Inc is not going away, and future payment under the current on-call should continue to be sent to Armstrong Consultants, Inc.

Attached is an updated fee schedule. If you should have any questions, please let us know.

Sincerely,

HW LOCHNER, INC.

Erik Vlek
Business Operations Manager

Attached: 2026 Charge Out Rates

Lochner

Effective Date: 1/1/2026

TITLE	DL (2025 HOURLY RATE)	DL (2026 HOURLY RATE, 3% Escalation)	OH (171.64%)	FEE 15%	FLR
Principal	109.00	113.00	193.95	46.04	353.00
Project Manager	102.00	106.00	181.94	43.19	331.13
Senior Design Engineer	101.00	105.00	180.22	42.78	328.01
Senior Structural Engineer	96.00	99.00	169.92	40.34	309.26
Senior Electrical Engineer	93.00	96.00	164.77	39.12	299.89
Assistant Project Manager	88.00	91.00	156.19	37.08	284.27
Senior Construction Observer	81.00	84.00	144.18	34.23	262.40
Senior Drafter/Designer	78.00	81.00	139.03	33.00	253.03
Airport Planner	77.00	80.00	137.31	32.60	249.91
Construction Observer (CA)	71.00	74.00	127.01	30.15	231.17
Design Engineer	68.00	71.00	121.86	28.93	221.79
Construction Observer	66.00	68.00	116.72	27.71	212.42
Senior Drainage Engineer	63.00	65.00	111.57	26.48	203.05
Environmental Scientist	62.00	64.00	109.85	26.08	199.93
Design Technician	52.00	54.00	92.69	22.00	168.69
Administrative Assistant	51.00	53.00	90.97	21.60	165.56
Structural Design Engineer	48.00	50.00	85.82	20.37	156.19
Engineer Intern	44.00	46.00	78.95	18.74	143.70
Drainage Engineer Intern	38.00	40.00	68.66	16.30	124.95

Lochner

2345 South Alma School Road | Suite 208 • Mesa, AZ 85210
OFFICE 602.803.7079 • hwlochner.com

February 27, 2026

Kristina Wasiniak
Public Works Business Manager
City of Eloy, Arizona
1137 West Houser Rd
Eloy, Arizona 85131

RE: Professional Services Agreement Extension Request - Consulting
City of Eloy, Arizona – Eloy Municipal Airport

Kristina,

Thank you for the opportunity to continue serving the airport improvement needs for the City of Eloy. We are grateful for the trust and confidence you have placed in our firm and our desire is to continue building upon that foundation for many years to come.

The conditions of the Professional Services Agreement with the City require that HW Lochner, Inc. obtain an annual contract extension during the life of this five-year contract.
This extension will cover the period from March 28, 2026 to March 28, 2027. Please accept this letter as our request for the 2026/2027 extension.

Please note that our company name has changed. We are now HW Lochner, Inc. Future correspondence will include reference to Lochner. However, since our Professional Service Agreement with the Town is stated as Armstrong Consultants, Inc., the entity of Armstrong Consultants, Inc is not going away, and future payment under the current on-call should continue to be sent to Armstrong Consultants, Inc.

Attached is an updated fee schedule. If you should have any questions, please let us know.

Sincerely,

HW LOCHNER, INC.

Erik Vlek
Business Operations Manager

Attached: 2026 Charge Out Rates

Lochner

Effective Date: 1/1/2026

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Senior Structural Engineer	96.00	99.00	169.92	40.34	309.26
Senior Electrical Engineer	93.00	96.00	164.77	39.12	299.89
Assistant Project Manager	88.00	91.00	156.19	37.08	284.27
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Senior Drafter/Designer	78.00	81.00	139.03	33.00	253.03
Airport Planner	77.00	80.00	137.31	32.60	249.91
Construction Observer (CA)	71.00	74.00	127.01	30.15	231.17
Design Engineer	68.00	71.00	121.86	28.93	221.79
Construction Observer	66.00	68.00	116.72	27.71	212.42
Senior Drainage Engineer	63.00	65.00	111.57	26.48	203.05
Environmental Scientist	62.00	64.00	109.85	26.08	199.93
Design Technician	52.00	54.00	92.69	22.00	168.69
Administrative Assistant	51.00	53.00	90.97	21.60	165.56
Structural Design Engineer	48.00	50.00	85.82	20.37	156.19
Engineer Intern	44.00	46.00	78.95	18.74	143.70
Drainage Engineer Intern	38.00	40.00	68.66	16.30	124.95

AIRPORT ENGINEERING DESIGN

AND

CONSTRUCTION MANAGEMENT

CONSULTING SERVICES AGREEMENT

This Agreement, entered into as of this day March 27 of 2023, by and between:

CITY OF ELOY
Eloy Municipal Airport
595 North C Street, Suite 104
Eloy, Arizona 85131

hereinafter referred to as the **Sponsor**

AND

Armstrong Consultants, Inc
2345 South Alma School Road, Suite 208
Mesa, Arizona 85210

hereinafter referred to as the **Consultant**

To provide professional airport consulting services for the development of the City of Eloy Municipal Airport **(hereinafter referred to as the Project)**, including, but not necessarily limited to. assistance in programming, planning, and development of the annual Airport Capital Improvement Program (ACIP); engineering/design services, including the development of plans/construction drawings, specifications, special provisions, design reports, studies, and other documents as required, for airside and landside improvements at Eloy Municipal Airport; bid phase services, including coordination and attending pre-bid meetings and bid opening meetings, responding to contractor questions, issuing addenda to contract documents, and providing bid analysis and tabulations; and construction phase services including on-site construction inspection/observation, construction contract administration, contractor document responses, and project close-out activities, including final construction reports and Record Drawings.

The Sponsor and Consultant hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Employment of the Consultant** In consideration of the mutual promises contained in this Agreement, the Sponsor engages the Consultant to render professional airport consulting services in furtherance of the development, operation, and management of airports under the control of the City of Eloy, in accordance with all the terms and conditions contained in this Agreement., and the attached Exhibit "A" – Required Federal Clauses which shall be material terms of this Agreement.

1.2 **Scope of Services** The Consultant shall do, perform and carry out satisfactorily and properly, as determined by the Sponsor, and other Sponsoring agencies, the services generally outlined below and/or incorporated by

reference hereto. The Consultant is authorized to utilize the services of independent contractors, subcontractors, and subconsultants when such services are warranted and agreed upon by the Sponsor.

(a) General Services. The Consultant shall render services as the Sponsor's professional airport Consultant, giving consultation and advice as needed. The Consultant shall provide general project administration, fiscal planning, and management services; including but not necessarily limited to, consultation regarding priority determination, funding sources, and scheduling of work for the design and construction of airport maintenance and development projects,

(b) Major Project Services. For all services not covered under the above general services, separate Authorization of Services will be prepared in writing as required. Each Authorization of Services for Major Projects that include engineering/design, bid, and construction phase services shall set forth the specific services to be performed; the time limits, if any, within which such services are to be performed; the compensation to be paid to the Consultant for its services; and other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Agreement. The Consultant may elect not to perform any services before execution of such an Authorization of Services. Major projects covered by this agreement are:

i Drainage Improvements – Phase 2 (Design and Construction)
ii Drainage Improvements – Phase 3 (Design and Construction)
iii Fence Relocation – 3.650 LF (Design and Construction)
iv SW Runway Extension – 650 Feet – including Parallel Taxiway "A", MIRL and MITL (Design Only)
v Wind cone and Segmented Circle Relocation (Design and Construction)
vi Install AWOS (Design and Construction)
vii Apron Rehabilitation (Design)
viii Construct SW Runway Extension – 650 Feet (Including Parallel Taxiway "A", MIRL and MITL)
ix Apron Reconstruction (Construction)
x Provide Non-FAA Funded Airport Engineering, Environmental and Miscellaneous Airport Consulting Services as may be required.

1.3 **Responsibility of the Consultant**. The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all services provided by the Consultant under this Agreement.

1.4 **Responsibility of the Sponsor**. The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications, and design and construction standards, assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subconsultants.** At the time sub-consultant services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subconsultant firm. The Consultant must receive approval in writing from the Sponsor prior to the utilization of a subconsultant. Consultant shall be responsible for the work of all subconsultants notwithstanding Sponsor's approval of the sub-consultant.

1.6 **Time of Performance**. The general services of the Consultant shall be available continuously for three (3) years commencing as of the date of this Agreement. Specific services outlined in all attached Authorization of Services shall be undertaken and completed in the sequence and timeframe specified in each Authorization of Services. It is understood that specific services, begun during the Time of Performance as outlined above, may require the services of the Consultant beyond the termination date of this contract, in which case, the provisions of this contract will remain in effect for the completion of that specific service.

1.7 **Renewal Option**. The initial term of this contract shall be for a three (3) year period per Paragraph 1.6 above, The Sponsor reserves the option to extend this contract, for a maximum of two (2) additional one-year periods for a maximum contract duration of five (5) years. This renewal shall be submitted in writing to the Consultant before the expiration of each one-year term.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant. The Consultant shall be entitled to reasonable annual adjustments to the billings rates, attached as Exhibit "B" to this agreement.

(a) General Services. Compensation for general services authorized by the Sponsor shall be based on actual hours and expenses incurred by the Consultant. The Consultant and any of its sub-consultants must provide certified hourly rate schedules which will be approved by and placed on file with the Sponsor. Such hourly rate schedules will establish a certified billing rate for each employee category which includes direct salary, overhead, and profit, and shall constitute the complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon the submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the Sponsor beforehand and will include only non-overhead items directly related to the services performed, such as but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the Sponsor. For reimbursable travel expenses under an ADOT grant, the expenses will comply with the State of Arizona travel policy. The Consultant may submit revised hourly rate schedules when changes occur and adjustments are necessary, provided that such changes are approved by the Sponsor and no other adjustments have been approved during no less than six months before the requested adjustment.

(b) Major Project Services. Compensation for services rendered by the Consultant that require a detailed work scope, extensive labor assignments, or for work efforts that can be adequately estimated in advance, shall be negotiated with the Sponsor and formally agreed to utilize an Authorization of Services under this Agreement. An Authorization of Services shall include estimated labor hours and associated fees by task and will result in a fixed fee for the service unless otherwise specified. This fee will constitute complete compensation for services performed by the Consultant and/or its subconsultants.

2.2 **Method of Payment**. The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that he has performed the services and is entitled to the amount requisitioned under the terms of this Agreement.

(a) General Services. For general services, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.

(b) Major Project Services. For services rendered under an Authorization of Services, the Sponsor shall pay to the Consultant not more than the fixed-fee amount set out in the particular Authorization of Services. Payment shall be at monthly intervals subject to receipt of requisitions for payment from the Consultant specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of the Authorization of Services. Requisitions for payment will be based on the expenses actually incurred and upon the Consultant's percentage of the services actually completed during the monthly billing period in relation to all services to be performed under that particular Authorization of Services.

2.3 **Consultant Responsibilities for Compensation** The Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State of Arizona and/or Federal project grant application requirements.

2.4 **Billing Address.** All billings will be sent to the attention of the City Manager, City of Eloy, 595 North C Street, Suite 104, Eloy Arizona 85131.

2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant invoices net upon receipt. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without notification to the Consultant, however, for services eligible for federal funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at such time as the necessary funds are received by the Sponsor pursuant to federal grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Consulting costs for no more than sixty (60) days to minimize interest overheads. It is also expressly understood that the Sponsor has the right to withhold payment on any invoice if he feels that the Consultant has not performed the requisitioned work efforts satisfactorily. If the Sponsor does decide to withhold payments to the Consultant for any reason, he must provide written notifications and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's fee or time required for the performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, by written notice to the Consultant, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill his contractual obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If the termination is for the convenience of the Sponsor, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the Consultant to fulfill his contractual obligations, the Sponsor may take over the work and prosecute the same to completion, by contract or otherwise.

ARTICLE 5 – ASSURANCES

5.1 **Compliance with Regulations**. As required by A R. S. § 41-4401, Consultant hereby declares its compliance with all federal immigration laws and regulations that relate to its employees and A.R S. § 23-214(A). Consultant further states that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subconsultants in the performance of the Services, subconsultants shall declare their compliance with all federal immigration laws and regulations that relate to its employees and AR.S. § 23-214(A), and subconsultants shall further state that after hiring an employee, such subconsultant verifies the employment eligibility of the employee through the E-Verify program. A breach of this declaration shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Consultant shall not be deemed in material breach of this Contract if Consultant and/or subconsultants establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

5.2 **Nondiscrimination**. The Consultant, with regard to this work performed during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination in any employment practices,

5.3 **Solicitations for Subcontractors, Including Procurements of Materials and Equipment** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

5.4 **Sanctions for Noncompliance**. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the FAA or ADOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Consultant under the contract until the Consultant complies and/or

(b) cancellation, termination, or suspension the contract, in whole or in part.

5.5 **Information and Reports**. The Consultant shall provide information and reports required by the regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, FAA, or ADOT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, FAA, or ADOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5.6 **Incorporation of Provisions.** The Consultant shall include the provisions of the above paragraphs 5.1 through 5.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor, the FAA, or ADOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

5.7 **Breach of Contract Terms**. Any violation or breach of the terms of this contract on the part of the Consultant or subconsultant(s) may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

5.8 **Suspension and Debarment**. The Consultant certifies by acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

5.9 **Inspection of Records**. The Consultant shall maintain an acceptable cost accounting system. The Sponsor, FAA, and ADOT shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for five (5) years after the Sponsor makes the final payment and all other pending matters are closed.

5.10 **Ownership of Documents and Other Data**. In accordance with FAA guidelines, all documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared/partially prepared under this contract are to be and remain the sole property of the Sponsor and are to be delivered to the Sponsor before final payment is made to the Consultant. The Sponsor agrees to hold harmless and release the Consultant from any liability arising out of or resulting from, the Sponsor's use of such documents for other projects, or use in completing documents furnished by the Consultant, related to the preparation of final construction plans by others.

5.11 **Disadvantaged Business Enterprise (DBE) Assurances.** The Consultant agrees to ensure that disadvantaged business enterprises have the opportunity to participate in the performance of contracts and subcontracts financed

in whole or in part with any Federal funds provided under this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

5.12 **Lobbying and Influencing Federal Employees.** No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

ARTICLE SIX - SUSPENSION OF WORK

The Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Sponsor.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

ARTICLE SEVEN - INSURANCE

The Consultant or any subconsultant shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the Consultant from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows.

(a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than $2,000,000.

(b) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than $2,000,000.

(c) Statutory worker's compensation and employer's liability insurance for the State of Arizona.

The Consultant shall submit to the Sponsor certificates of insurance with assurances that the Sponsor will be notified at least 30 days prior to cancellation or any policy changes. The certificate or insurance shall name the Sponsor as additionally insured.

ARTICLE EIGHT - STANDARD OF CARE AND INDEMNIFICATION

The Consultant shall perform its services using that degree of care and skill ordinarily exercised under the same conditions by design professional practicing in the same field at the same time in the same or similar locality.

The Consultant shall indemnify and hold harmless the Sponsor and its officers, officials, agents, and employees from claims, actions, liabilities, damages, losses, or expenses actually caused, in whole are in part, by the wrongful, negligent, or willful acts, errors or omissions of the Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement.

ARTICLE NINE - INTERESTS AND BENEFITS

9.1 **Interest of Consultant**. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement The Consultant further covenants that in the performance of this Agreement, no person having any such interests shall be employed.

9.2 **Interest of Sponsor Members and Others**. No officer, member, or employee of the Sponsor and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or has any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE TEN - ASSIGNMENT

The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto: provided, however, that claims for money due or to become due to the Consultant from the Sponsor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Sponsor.

ARTICLE ELEVEN – ADDITIONAL TERMS AND CONDITIONS

11.1 **Mutual Waiver of Consequential Damages**. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any special, incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating to the Services under this Agreement.

11.2 **Consultant's Personnel at Construction Site**. The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to Sponsor and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

The presence of Consultant's personnel at a construction site is for the purpose of providing to Sponsor a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

11.3 **Opinions of Cost, Financial Considerations, and Schedules**. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Sponsor's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

FOR THE SPONSOR

Eloy Municipal Airport

By: _____
Hon. Micah Powell
Mayor

Attest: _____
Mary Myers, City Clerk

FOR THE CONSULTANT

Armstrong Consultants, Inc.

By: _____
Dennis A. Corsi, President

Attest: _____
Jason Musselman, PE
Principal/ Director of Aviation Services

Approved as to form:

Stephen R. Cooper, City Attorney

EXHIBIT A

REQUIRED FEDERAL CLAUSES

1.1. Access to Records and Reports (Reference: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38). The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the SPONSOR, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The CONSULTANT agrees to maintain all books, records, and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

1.2. Breach of Contract Terms (Reference: 2 CFR § 200 Appendix II(A)). Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

SPONSOR will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. SPONSOR reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the SPONSOR elects to terminate the contract. The SPONSOR's notice will identify a specific date by which the CONSULTANT must correct the breach. SPONSOR may proceed with termination of the contract if the CONSULTANT fails to correct the breach by deadline indicated in the SPONSOR's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3. Civil Rights - General (Reference: 49 USC § 47123)

1.3.1. General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

1.3.2. Specific Clause that is used for General Contract Agreements

The above provision binds the CONSULTANT and subcontractors from the bid solicitation period through the completion of the contract.

1.3.3. Specific Clause that is used for Lease Agreements or Transfer Agreements

If the CONSULTANT transfers its obligation to another, the transferee is obligated in the same manner as the CONSULTANT.

The above provision obligates the CONSULTANT for the period during which the property is owned, used or possessed by the CONSULTANT and the airport remains obligated to the Federal Aviation Administration.

1.4. Civil Rights - Title VI Assurances (49 USC § 47123, FAA Order 1400.11)

1.4.1. Title VI Solicitation Notice. The SPONSOR, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

1.4.2. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

1.4.3. Compliance with Nondiscrimination Requirements. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

a. **Compliance with Regulations:** The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b. **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

d. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of a CONSULTANT'S noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or

2. Cancelling, terminating, or suspending a contract, in whole or in part.

f. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

1.5. Clean Air and Water Pollution Control (Reference: 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq). CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The CONSULTANT agrees to report any violation to the SPONSOR immediately upon discovery. The SPONSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONSULTANT must include this requirement in all subcontracts that exceed $150,000.

1.6. Debarment and Suspension (Reference: 2 CFR part 180 (Subpart B), 2 CFR part 200 Appendix II(H), 2 CFR part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689)

1.6.1. Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

1.6.2. Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the PROJECT is

not presently debarred or otherwise disqualified from participation in this federally- assisted PROJECT. The successful bidder will accomplish this by:

a. Checking the System for Award Management at website: http://www.sam.gov

b. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

1.7. Disadvantaged Business Enterprises (Reference: 49 CFR PART 26)

1.7.1. Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of **responsiveness**:

The SPONSOR's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

b. A description of the work that each DBE firm will perform;

c. The dollar amount of the participation of each DBE firm listed under (a)

d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (a) to meet the SPONSOR's project goal; and

e. If Bidder or Offeror cannot meet the advertised PROJECT DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder **responsibility**:

The SPONSOR's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening:

a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

b. A description of the work that each DBE firm will perform;

c. The dollar amount of the participation of each DBE firm listed under (a)

d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (a) to meet the SPONSOR's project goal; and

f. If Bidder or Offeror cannot meet the advertised PROJECT DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

1.7.2. Solicitation Language (Race/Gender Neutral Means). The requirements of 49 CFR part 26 apply to this contract. It is the policy of the SPONSOR, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The SPONSOR encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

1.7.3. Prime Contracts (Contracts covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (49 CFR § 26.13) – The CONSULTANT, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SPONSOR deems appropriate, which may include, but is not limited to:

a. Withholding monthly progress payments;

b. Assessing sanctions;

c. Liquidated damages; and/or

d. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR §26.29) – The prime CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 8 days from the receipt of each payment the prime CONSULTANT receives from the SPONSOR. The prime CONSULTANT agrees further to return retainage payments to each subcontractor within 8 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) – The prime CONSULTANT must not terminate a DBE subcontractor listed in response to 7.7.1 (or an approved substitute DBE firm) without prior written consent of SPONSOR. This includes, but is not limited to, instances in which the prime CONSULTANT seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONSULTANT obtains written consent from the SPONSOR. Unless SPONSOR consent is provided, the prime CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

SPONSOR may provide such written consent only if SPONSOR agrees, for reasons stated in the concurrence document, that the prime CONSULTANT has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to SPONSOR its request to terminate and/or substitute a DBE subcontractor, the prime CONSULTANT must give notice in writing to the DBE subcontractor, with a copy to SPONSOR, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime CONSULTANT must give the DBE five days to respond to the prime CONSULTANT's notice and advise SPONSOR and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why SPONSOR should not approve the prime contractor's action.
If required in a particular case as a matter of public necessity (e.g., safety), SPONSOR may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

1.8. Distracted Driving (Reference: Executive Order 13513, DOT Order 3902.10)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies

that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the SPONSOR encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the PROJECT. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding $10,000 and involve driving a motor vehicle in performance of work activities associated with the PROJECT.

1.9. Domestic Preferences for procurements (Reference: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

1.10. Equal Employment Opportunity (EEO) (2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONSULTANT agrees as follows:

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

(4) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under this section 202 of

Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

1.11. Federal Fair Labor Standards Act (Federal Minimum Wage) (Reference: 29 USC § 201, et seq, 2 CFR § 200.430). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

1.12. Lobbying and Influencing Federal Employees (Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I) 49 CFR part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.13. Occupational Safety and Health Act of 1970 (Reference: 20 CFR part 1910). All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

1.14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200, Appendix II(K), 2 CFR § 200.216). CONSULTANT and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

1.15. Certification of Offeror/Bidder regarding Tax Delinquency and Felony Convictions (Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts, DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FEDERAL CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

1.16. Termination of Contract (Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

1.16.1. Termination for Convenience (Professional Services)

The SPONSOR may, by written notice to the CONSULTANT, terminate this Agreement for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by the SPONSOR, the CONSULTANT must immediately discontinue all services affected.

Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

1.16.2. Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. **Termination by SPONSOR:** The SPONSOR may terminate this Agreement in whole or in part, for the failure of the CONSULTANT to:

(1) Perform the services within the time specified in this contract or by SPONSOR approved extension;

(2) Make adequate progress so as to endanger satisfactory performance of the PROJECT;

(3) Fulfill the obligations of the Agreement that are essential to the completion of the PROJECT.

Upon receipt of the notice of termination, the CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the SPONSOR determines the CONSULTANT was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the SPONSOR issued the termination for the convenience of the SPONSOR.

b. **Termination by CONSULTANT:** The CONSULTANT may terminate this Agreement in whole or in part, if the SPONSOR:

(1) Defaults on its obligations under this Agreement;

(2) Fails to make payment to the CONSULTANT in accordance with the terms of this Agreement;

(3) Suspends the PROJECT for more than [180] days due to reasons beyond the control of the CONSULTANT.

Upon receipt of a notice of termination from the CONSULTANT, SPONSOR agrees to cooperate with CONSULTANT for the purpose of terminating the agreement or portion thereof, by mutual consent. If SPONSOR and CONSULTANT cannot reach mutual agreement on the termination settlement, the CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the SPONSOR's breach of the contract.

In the event of termination due to SPONSOR breach, the CONSULTANT is entitled to invoice SPONSOR and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the CONSULTANT through the effective date of termination action. SPONSOR agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause

1.17. Trade Restriction Certification (Reference: 49 USC § 50104, 49 CFR Part 30)

TRADE RESTRICTION CERTIFICATION

The by submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

(1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

(2) has not knowingly entered into any contract or subcontract for this PROJECT with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

(3) has not entered into any subcontract for any product to be used on the Federal on the PROJECT that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, USC § 1001.

The Offeror/CONSULTANT must provide immediate written notice to the SPONSOR if the Offeror/CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require subconsultants provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subconsultant:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

(2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

(3) who incorporates in the public works PROJECT any product of a foreign country on such USTR list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

1.18. Veteran's Preference (Reference: 49 USC § 47112(c)). In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Federal Clause Check List

Meaning of cell values

- Info –Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.

- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Affirmative Action Requirement	$10,000	**REQD**	Limited	**REQD**	Limited	Limited	n/a
Breach of Contract	$250,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Buy American Preferences	$ 0	**REF**	Limited	**REQD**	**REQD**	Limited	n/a
(1) Buy American Statement	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
(2) Construction	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
(3) Equipment/Building Projects	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
Civil Rights – General	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
Civil Rights - Title VI Assurances	$ 0	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(1) Notice - Solicitation	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(2) Clause - Contracts	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(3) Clause – Transfer of U.S. Property	$ 0	NIS	n/a	n/a	n/a	Limited	**REQD**
(4) Clause – Transfer of Real Property	$ 0	NIS	n/a	n/a	n/a	**REQD**	**REQD**
(5) Clause - Construct/Use/Access to Real Property	$ 0	NIS	n/a	n/a	n/a	**REQD**	**REQD**
(6) List – Pertinent Authorities	$0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**

Provisions/Clauses	Dollar Threshold	Solicitation	Professional	Construction	Equipment	Property (Land)	Non-AIP Contracts
Clean Air/Water Pollution Control	$150,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Contract Work Hours and Safety Standards	$100,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Copeland Anti-Kickback	$ 2,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Davis Bacon Requirements	$ 2,000	**REF**	Limited	**REQD**	Limited	Limited	n/a
Debarment and Suspension	$25,000	**REF**	**REQD**	**REQD**	**REQD**	Limited	n/a
Disadvantaged Business Enterprise	$ 250,000	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Distracted Driving	$10,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Domestic Preferences for Procurements	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	Info
Equal Employment Opportunity	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
(1) EEO Contract Clause	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
(2) EEO Specification	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Federal Fair Labor Standards Act	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Foreign Trade Restriction	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Lobbying Federal Employees	$ 100,000	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Occupational Safety and Health Act	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	$0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	Info

Provisions/Clauses	Dollar Threshold	Solicitation	Professional	Construction	Equipment	Property (Land)	Non-AIP Contracts
Prohibition of Segregated Facilities	$10,000	**REF**	Limited	**REQD**	Limited	Limited	n/a
Recovered Materials	$10,000	**REF**	Limited	**REQD**	**REQD**	Limited	n/a
Rights to Inventions	$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Termination of Contract	$10,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Veteran's Preference	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.

2. Airport Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions.
3. For ACDBE agreements, use the column for *Non-AIP Contracts.*

EXHIBIT B

FEE SCHEDULE

STAFF ALLOCATION FOR LABOR	Hourly Rate
Principal	242.00
Department Manager/Senior PM	193.00
Project Manager	175.00
Project Engineer	147.00
Project Planner	143.00
Senior Drafter / Designer	147.00
Designer (CAD)	121.00
Field Eng. Supervisor	147.00
Resident Project Representative	135.00
Project Coordinator	99.00

EXHIBIT B

FEE SCHEDULE

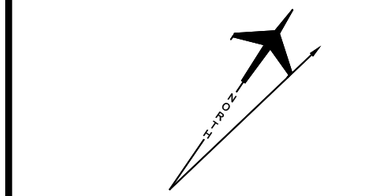
STAFF ALLOCATION FOR LABOR	Hourly Rate
Principal	242.00
Department Manager/Senior PM	193.00
Project Manager	175.00
Project Engineer	147.00
Project Planner	143.00
Senior Drafter / Designer	147.00
Designer (CAD)	121.00
Field Eng. Supervisor	147.00
Resident Project Representative	135.00
Project Coordinator	99.00

ELOY MUNICIPAL AIRPORT
FAA/ADOT ACIP (FY 2026-2031)
PREPARED BY: COFFMAN ASSOCIATES
PREPARED: JUNE 30, 2025

FAA FISCAL YEAR	ADOT/CITY FISCAL YEAR	PROJECT NUMBER	PROJECT	QUANTITY	TYPE OF FUNDING	TOTAL COST	FEDERAL SHARE	STATE SHARE	CITY SHARE
2025	2026	26-1	Rehabilitate T-Hangars - Electrical, Doors, Pavement Flooring, Painting (Design)	2 EA	IIJA	$190,000	$180,500	$4,750	$4,750
2025	2026	26-2	Apron Rehabilitation (Design)	LS	NPE/Discretionary	$230,000	$218,500	$5,750	$5,750
			Subtotal (ADOT FY 2026)			**$420,000**	**$399,000**	**$10,500**	**$10,500**
2026	**2027**	**27-1**	Drainage Improvements - Phase 4 [900' x 42'] (Design & Construct)	4,200 SY	ADOT	$518,000	$0	$466,200	$51,800
2026	**2027**	**27-2**	Drainage Improvements - Phase 2 (Alt Bid)	1,200 SY	ADOT	$200,000	$0	$180,000	$20,000
2026	**2027**	**27-3**	Rehabilitate T-Hangars - Electric, Doors, Pavement Flooring, Painting (Design & Construct)	2 EA	IIJA	$541,000	$513,950	$13,525	$13,525
2026	**2027**	**27-4**	Apron Rehabilitation (Construct)	10,000 SY	NPE/Discretionary	$2,300,000	$2,185,000	$57,500	$57,500
			Subtotal (ADOT FY 2027)			**$3,559,000**	**$2,698,950**	**$717,225**	**$142,825**
2027	**2028**	**28-1**	Land Acquisition for Fence (Part 77 Obstruction Removal), AWOS, Windcone, and Segmented Circle Relocation (75' x 3,500' + AWOS critical area)	22 acres	ADOT	$500,000	$0	$450,000	$50,000
2027	**2028**	**28-2**	Rehabilitate Airport Pavements - Crack Seal and Seal Coat (Design & Construct)	LS	NPE/Discretionary	$800,000	$728,478	$35,760	$35,762
			Subtotal (ADOT FY 2028)			**$1,300,000**	**$728,478**	**$485,760**	**$85,762**
2028	**2029**	**29-1**	Wind Cone and Segmented Circle Relocation (Design & Construct)	LS	NPE/Discretionary	$200,000	$182,120	$8,940	$8,940
2028	**2029**	**29-2**	Obstruction Removal - Fence Relocation [3,650 LF] (Design & Construct)	3,650 LF	ADOT	$450,000	$0	$405,000	$45,000
			Subtotal (ADOT FY 2029)			**$650,000**	**$182,120**	**$413,940**	**$53,940**
2029	**2030**	**30-1**	Install AWOS (Design & Construct)	LS	NPE/Discretionary	$500,000	$455,299	$22,350	$22,351
			Subtotal (ADOT FY 2030)			**$500,000**	**$455,299**	**$22,350**	**$22,351**
2030	**2031**	**31-1**	Construct Taxilane for Hangar Development [350' x 35'] (Design & Construct)	1,360 SY	NPE/Discretionary	$1,000,000	$910,600	$44,700	$44,700
			Subtotal (ADOT FY 2031)			**$1,000,000**	**$910,600**	**$44,700**	**$44,700**
			TOTAL ACIP (ADOT FY2027 - FY2031)			**$7,009,000**	**$4,975,447**	**$1,683,975**	**$349,578**
			BEYOND CURRENT ACIP PLANNING CYCLE						
2031	2032	32-1	Focused Planning Study for Land Acquisition and Runway Extension (Including 15% Design)	LS	NPE/Discretionary	$300,000	$273,180	$13,410	$13,410
2032	2033	33-1	Environmental Assessment (Land Acquisition and Runway Extension)	LS	NPE/Discretionary	$300,000	$273,180	$13,410	$13,410
2032	2033	33-2	Land Acquisition (SW Runway Extension)	±20 Acres	ADOT	$500,000	$0	$450,000	$50,000
2033	2034	34-1	SW Runway Extension - 650 feet - Including Parallel Taxiway "A", MIRL, MITL (Design Only)	LS	NPE/Discretionary	$300,000	$273,180	$13,410	$13,410
2034	2035	35-1	Construct SW Runway Extension - 650 feet (Including Parallel Taxiway "A", MIRL, MITL)	9,000 SY	NPE/Discretionary	$5,000,000	$4,553,000	$223,500	$223,500

Federal share is set at 95% for FAA FYs 2025 and 2026 and 91.06% for FAA FYs 2027 through 2030.

E60 (FY 2026)(FY 2027) (06 2025).dwg



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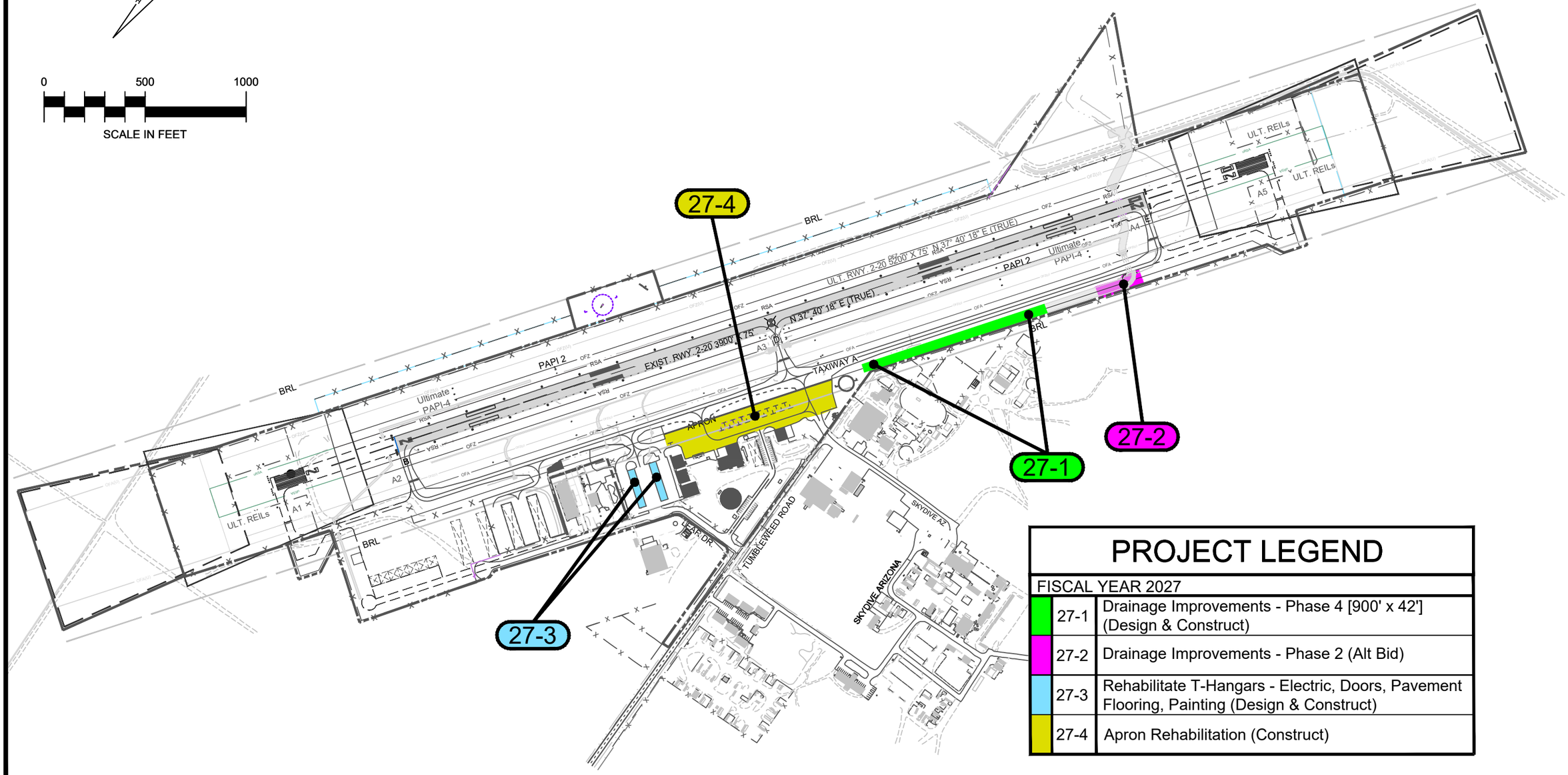
SCALE IN FEET

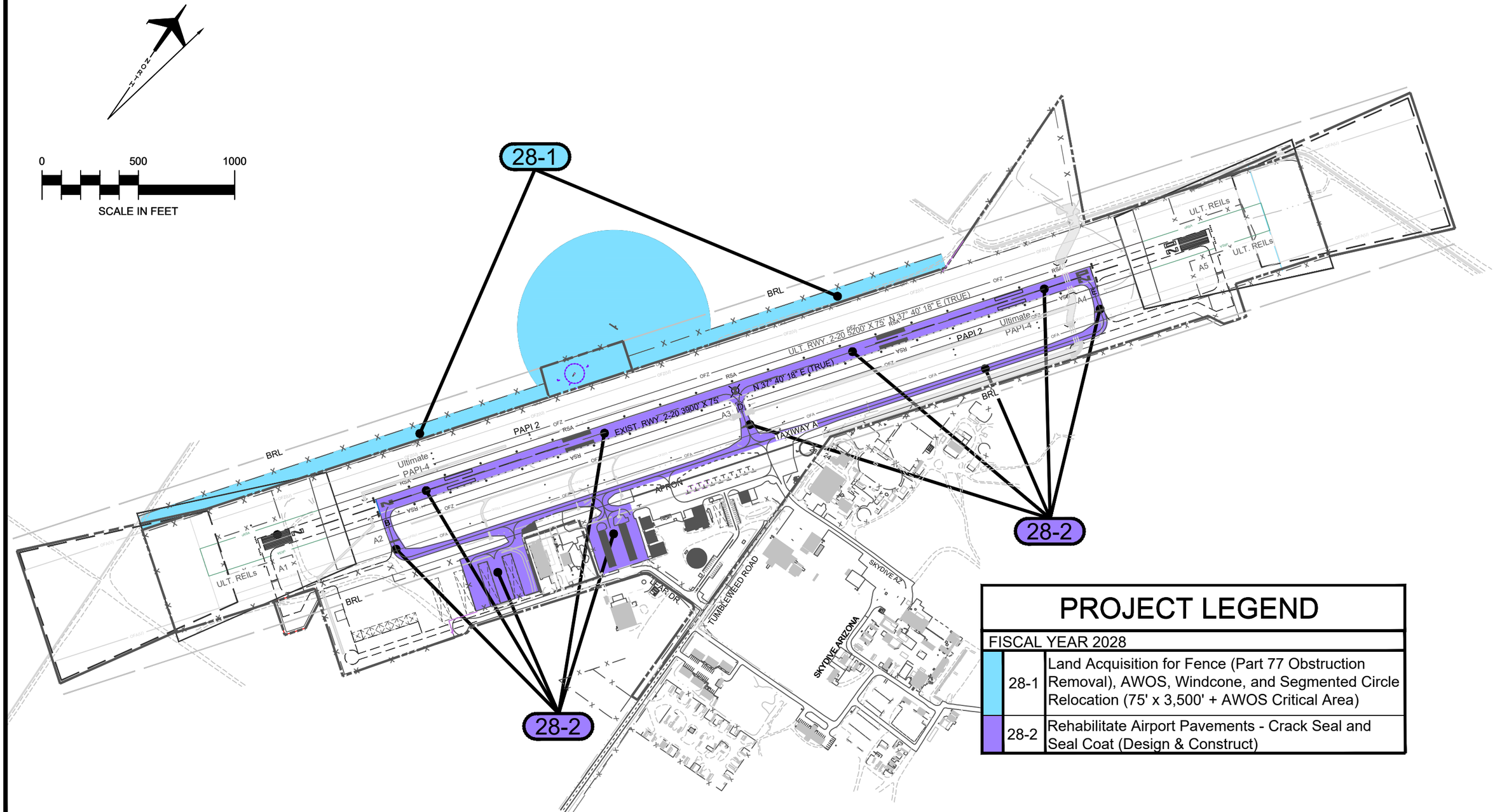


PROJECT LEGEND

FISCAL YEAR 2027		
	27-1	Drainage Improvements - Phase 4 [900' x 42'] (Design & Construct)
	27-2	Drainage Improvements - Phase 2 (Alt Bid)
	27-3	Rehabilitate T-Hangars - Electric, Doors, Pavement Flooring, Painting (Design & Construct)
	27-4	Apron Rehabilitation (Construct)

ELOY MUNICIPAL AIRPORT
AIRPORT CAPITAL IMPROVEMENT PROGRAM
FAA (FY 2026)/ADOT (FY 2027)
PROJECT MAP

E60 (FY 2027)(FY 2028) (06 2025).dwg

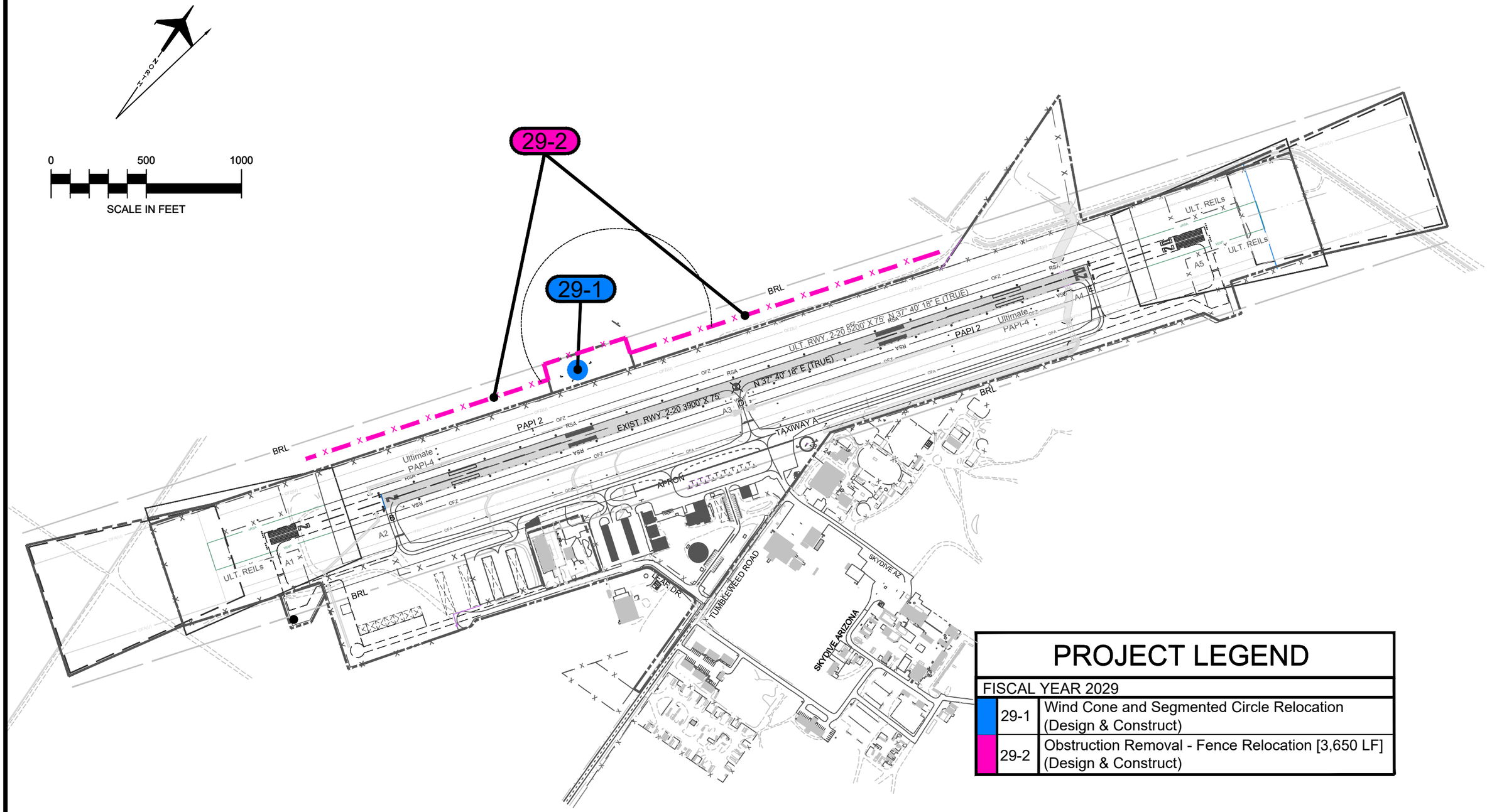


PROJECT LEGEND

FISCAL YEAR 2028		
	28-1	Land Acquisition for Fence (Part 77 Obstruction Removal), AWOS, Windcone, and Segmented Circle Relocation (75' x 3,500' + AWOS Critical Area)
	28-2	Rehabilitate Airport Pavements - Crack Seal and Seal Coat (Design & Construct)

ELOY MUNICIPAL AIRPORT
AIRPORT CAPITAL IMPROVEMENT PROGRAM
FAA (FY 2027)/ADOT (FY 2028)
PROJECT MAP

E60 (FY 2028)(FY 2029) (06 2025).dwg

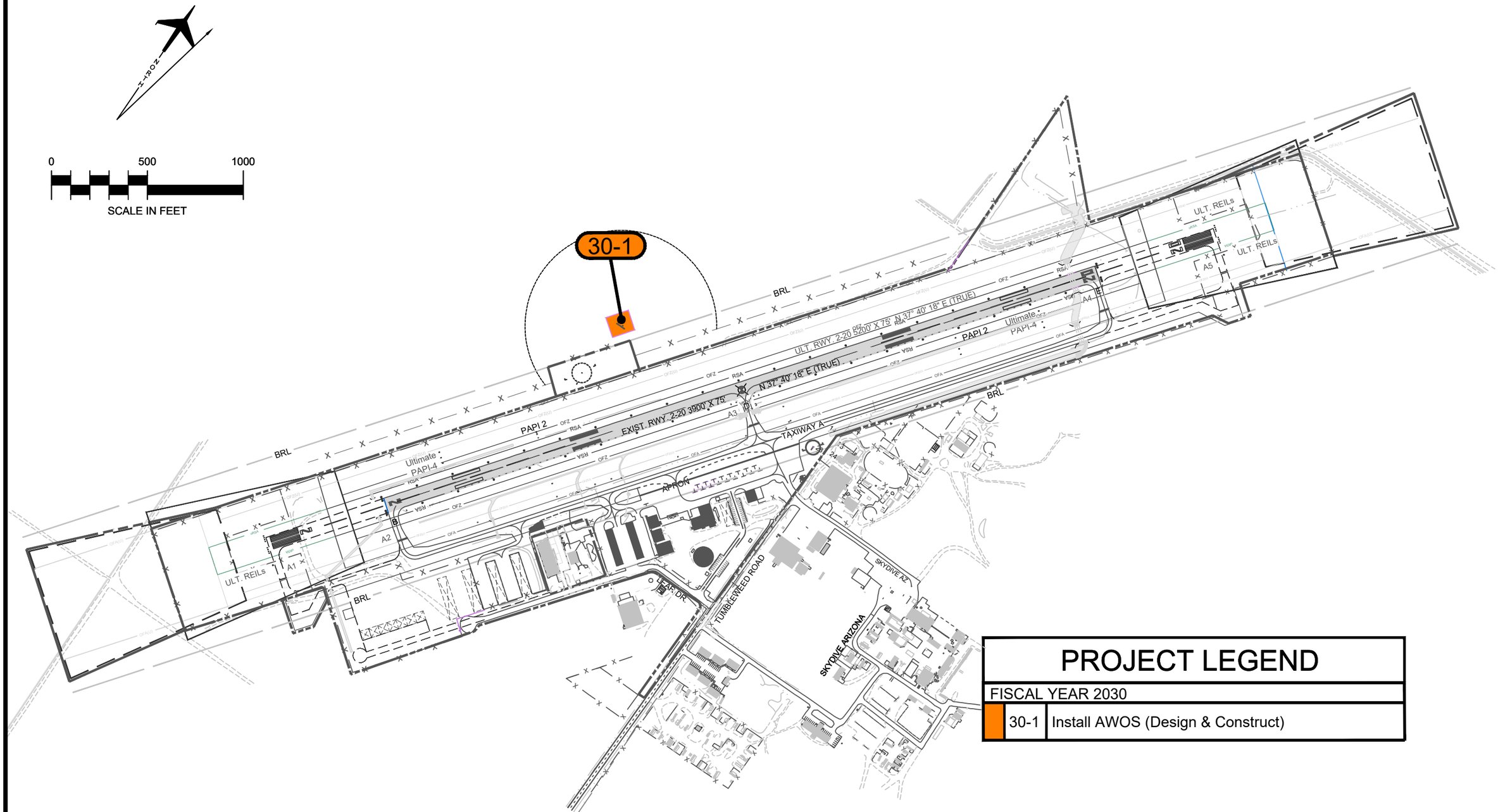


PROJECT LEGEND

FISCAL YEAR 2029		
	29-1	Wind Cone and Segmented Circle Relocation (Design & Construct)
	29-2	Obstruction Removal - Fence Relocation [3,650 LF] (Design & Construct)

ELOY MUNICIPAL AIRPORT
AIRPORT CAPITAL IMPROVEMENT PROGRAM
FAA (FY 2028)/ADOT (FY 2029)
PROJECT MAP

E60 (FY 2030) (09 2024).dwg



PROJECT LEGEND

FISCAL YEAR 2030		
	30-1	Install AWOS (Design & Construct)

ELOY MUNICIPAL AIRPORT
AIRPORT CAPITAL IMPROVEMENT PROGRAM FAA (FY2029)/ADOT(FY 2030)
PROJECT MAP

E60 (FY 2030)(2031) (06 2025).dwg

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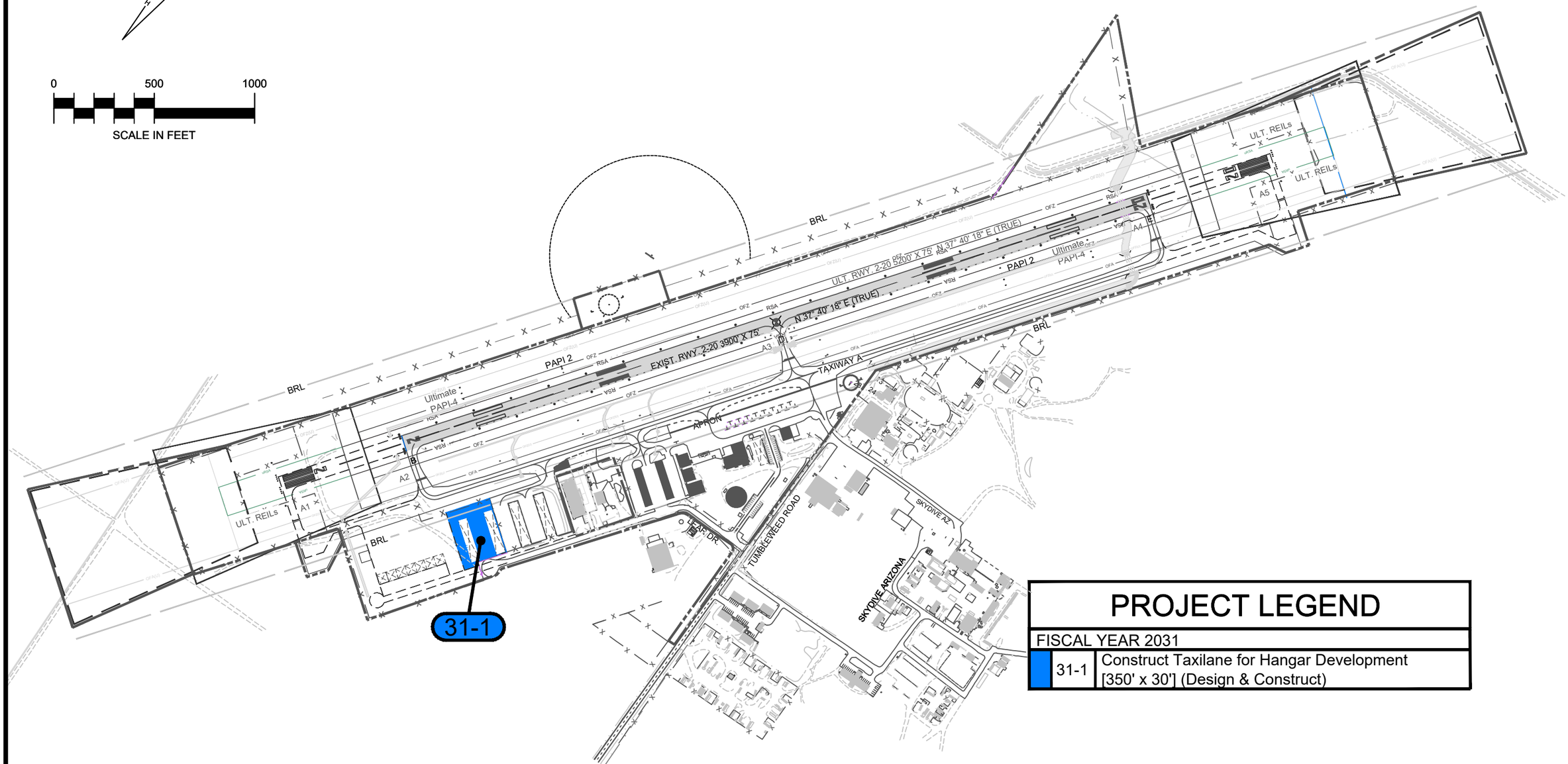

PROJECT LEGEND

FISCAL YEAR 2031	
31-1	Construct Taxilane for Hangar Development [350' x 30'] (Design & Construct)

ELOY MUNICIPAL AIRPORT
AIRPORT CAPITAL IMPROVEMENT PROGRAM
FAA (FY2030)/ADOT(FY 2031)
PROJECT MAP

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.C.

Date: 3/23/2026

Date submitted: 03/03/2026 **Date requested:** 3/23/2026	**Action:** Formal	**Subject: Authorization to utilize Pinal County School Office 1GPA contract #22-15P-04 with Sunland Asphalt & Construction, LLC for asphalt products and services on W. Tonto Rd., in an amount not to exceed $38,500, as a part of the Annual Pavement Preservation Program identified and approved in the FY2025-2026 City of Eloy Capital Improvement Plan Budget.**

TO: Mayor and City Council

FROM: Refugio Cookie Gallegos, Public Works Deputy Director

RECOMMENDATION:

Staff recommends that the City Council authorize the use of 1GPA Contract #22-15P-04 between the Pinal County School Office and Sunland Asphalt & Construction, LLC for asphalt products and services. Approval will allow for the removal and replacement of approximately 3,030 square feet of failed asphalt on W. Tonto Rd. in front of Toltec Elementary School, for a total amount not to exceed $38,500, including contingency.

DISCUSSION:

The City of Eloy maintains a comprehensive Pavement Preservation Program designed to extend the service life of existing roadways through strategic and cost-effective maintenance treatments. These treatments include mill-and-fill resurfacing, chip seal applications, surface coatings, crack sealing, asphalt patching, and, where necessary, full-depth reconstruction. These methods address both surface and structural deficiencies while maximizing the return on investment.

For FY2025-2026, the City Council approved $1,000,000 in funding for pavement preservation projects within the Capital Improvement Plan (CIP). Of this amount, $38,500 has been allocated for improvements to W. Tonto Rd.

This specific project addresses a localized pavement failure area in front of Toltec Elementary School. Due to repeated turning movements from school buses and passenger vehicles, the asphalt in this section has deteriorated beyond surface treatment repair and now requires removal and replacement to restore structural integrity. The proposed scope of work includes: sawcutting and removal of approximately 3,030 square feet of failed asphalt to a depth of two (2) inches,

inspection and compaction of the existing aggregate base, placement and compaction of two (2) inches of 1/2-inch MAG Asphaltic Surface Course in accordance with MAG Specifications, traffic control measures in accordance with MUTCD standards, and barricading and site safety controls.

Asphalt skin patching and chip seal treatments on W. Tonto Rd. from the Silverado RV Park to Toltec Rd. were previously approved and are scheduled for completion in April. However, the failed section in front of the school requires full removal and replacement to bring the roadway to acceptable service condition, improve safety, and enhance durability in this high-traffic area.

Utilizing the Pinal County School Office 1GPA Contract #22-15P-04 ensures compliance with competitive procurement requirements while providing cost-effective pricing. Under this operative contract, Sunland Asphalt & Construction, LLC will furnish all necessary labor, materials, equipment, and traffic control to complete the project.

FISCAL IMPACT:

Funding for the Pavement Preservation Program is included in the FY2025-2026 City of Eloy Capital Improvement Plan Budget under GL# 15-455-6045 (Pavement Preservation Project) in the total amount of $1,000,000.

Previously approved pavement preservation expenditures include: Sunland Gin Rd., Toltec Rd., Adams Rd., and W. Tonto Rd. (approved 09/08/2025) - not to exceed $600,000, S. Sunshine Blvd. (approved 11/24/2025) - not to exceed $210,000, N. Madison St. and W. 2nd Pl. (approved 01/26/2026) - not to exceed $105,000.

The total expenditure for the W. Tonto Rd. asphalt removal and replacement project shall not exceed $38,500 (Sunland Asphalt & Construction, LLC proposal: $34,651.44, city contingency: $3,848.56). All work will be completed within the approved FY2025-2026 CIP Budget.

Approved as to Form:

Stephen R. Cooper, City Attorney

SUNLAND ASPHALT
AZROC# 111922 | AZROC# 095189

3030 S. 7TH STREET, PHOENIX, AZ 85040
PHONE: 602.323.2800 | WWW.SUNLANDASPHALT.COM

To:	City of Eloy	**Contact:**	Refugio Gallegos
Address:	628 N Main St	**Phone:**	520 466 7351
	Eloy, AZ 85231 US	**Fax:**	520 466 1426
Project Name:	City Of Eloy- FY 25-26 Chip Seal & PMM Project	**Bid Number:**	10105928
Project Location:	Sunland Gin & Tonto Rd., Eloy, AZ	**Bid Date:**	7/29/2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Remove And Replace 2" Asphalt Provide Traffic Control And Barricades During Our Scope Of Work. Make Necessary Saw Cuts. Remove Approximately 3,030 Square Feet Of Failed Asphalt To A Depth Of 2 Inches. (2 Locations) Compact Existing Base And Pave With 2 Inches Of 1/2 Inch MAG Asphaltic Surface Course. This Proposal Is Based On Performing The Work In 1 Phase.	1.00	LS	$32,300.00	$32,300.00

Bid Price Subtotal: **$32,300.00**

Total State, City, And County Taxes 7.280%: **$2,351.44**

Total Bid Price: **$34,651.44**

Notes:

- **Estimated material taxes are included in total price. In order to hold pricing, this proposal must be signed and returned within 15 days from the bid date specified above. Due to the pricing volatility of our industry at the moment, Sunland reserves the right to update pricing at any time prior to start of work.**
- **Material pricing is good through XX-XX-XXXX.**
- **Sunland Asphalt routinely uses recycled material in hot mix asphalt products.**
- **Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.**
- **Sunland is not liable for drainage on projects with less than 1% fall. Due to existing conditions and matching elevations of concrete curbs, buildings and/or asphalt, we may not be able to raise or lower elevations to achieve proper slope to prevent standing water, therefore ponding of water may occur.**
- **Pricing excludes night/weekend work, permits, fees, bonds, notifications, QC testing, utility adjustment hardware, gate loops, painting bumper blocks, permanent signage, herbicide, removal and disposal of existing fabric underlayment, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.**
- **This bid assumes all portions of the proposal will be accepted. Line items cannot be accepted individually. If only portions of the proposal are desired, Sunland Asphalt must revisit the proposal and adjust pricing accordingly.**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sunland Asphalt & Construction, LLC

Authorized Signature: _____

Project Consultant: Chance Cherry
(602) 288-5052

- **Sunland Asphalt Addendum Terms and Conditions:**
  Contractor and Owner hereby accept the terms of the attached Proposal subject to = the terms and conditions set forth in this Addendum. The Proposal and Addendum shall be collectively referred to as the "Contract." This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Proposal are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.
- 1. WORK
  Contractor will furnish all necessary labor, materials, and equipment to complete the work specified in the Contract (the "Work"). All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. Owner shall specify one representative to represent the Owner who has authority to accept the Work and authorize changes to the Work. Owner shall provide reasonable access to a water supply source. Owner grants Contractor permission to utilize photos and videos of the Work and the project site in the promotion of Contractor's business services.
- 2. PAYMENT
  Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.
- 3. INTEREST AND EXPENSES
  All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.
- 4. ATTORNEYS' FEES
  In the event of litigation regarding the Contract or collection efforts by Contractor, the prevailing party shall be awarded its reasonable attorneys' fees and costs, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, hand-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.
- 5. CONTINUED PERFORMANCE
  Nothing in this Contract shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.
- 6. BACK CHARGES
  No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the Contract. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.
- 7. WORK AREAS
  Owner is to prepare all work areas so as to be acceptable for Contractor to perform its work under the Contract. Owner shall notify Contractor in advance when the site will be ready for Contractor to perform its work and shall provide Contractor with free and unobstructed access so that the work can be commenced promptly and completed without delay. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.
- 8. TIME FOR PERFORMANCE
  Contractor shall be given a reasonable time in which to commence and complete the performance of the Contract. Contractor provides no assurances as to a complete date since the Work is subject to weather conditions, prior commitments, mechanical failures, and other cause beyond Contractor's control. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the contract price for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the contract price to be paid Contractor.
- 9. WORKMANSHIP
  All workmanship and materials are guaranteed against defects for a period of one (1) year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other industry standard practices and will override strict compliance and strict performance. Contractor makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). Contractor's warranty does not extent to or cover settlement or cracking of asphalt or pavement due to expansive soils, improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. Contractor shall not be liable for damage to underground utilities which were improperly installed and/or backfilled.
- 10. WORK HOURS
  Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.
- 11. NOTICE
  Any notice or written claim required by the Contract to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided.
- 12. LIEN RIGHTS
  Nothing in this Contract shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.
- 13. LABOR
  Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).
- 14. LIQUIDATED DAMAGES
  The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Contract and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

- 15. SCHEDULE
  Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, Owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.
  .
- 16. INSURANCE RESTRICTION
  Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.
- 17. INDEMNITY, HOLD HARMLESS
  To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and hold harmless Owner from and against all liability, loss, claims, demands, damages, suits, costs, fees, fines, penalties, expenses, and causes of action to the extent caused by Contractor or any of Contractor's employees, agents, representatives, subcontractors, or suppliers. Any indemnification or hold harmless obligation of the Contractor shall extend only to claims resulting to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of Contractor or someone for whom it is responsible. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of its negligence.
- 18. RIGHT TO RELY
  Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.
- 19. HAZARDOUS WASTE
  Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this Contract. Title to all hazardous waste shall remain with others and shall not be property of Contractor.
  .
- 20. SOILS
  Contractor shall have no liability to Owner or any third-party relating to underlying soil conditions. Contractor will not sacrifice the quality or integrity by placing asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet material specifications. Contractor's warranty shall be waived and have no effect should Owner direct or authorize Contractor to pave on unstable subgrade or subgrade containing frost and Owner shall be responsible for any and all resulting damage or required repairs. If Owner requests that the top lift of asphalt be placed at a later date, the cost for all clean up and remobilization is the Owner's responsibility.
- 21. ENGINEERING SERVICES
  If Contractor provides subcontracted construction stakes and/or subcontracted engineering services, Owner agrees to indemnify and defend Contractor from and against any and all claims, demands, damages, costs or expenses, including attorneys' fees, resulting from or related to these services, including drainage of water as to direction and amount, both during and after performance of the Work. If a soil sterilizer or herbicide is applied by Contractor, it is applied at the request of Owner in an effort to retard weed growth and Contractor makes no representation or guarantee that its use will have the intended effect. Owner shall indemnify, hold harmless, and defend Contractor from and against any and all damages, claims, costs or expenses, including attorneys' fees and costs, resulting from these services. Owner is advised to retain an independent licensed soils engineer for a study of the existing soils in order to recommend a specific pavement design. Contractor may modify the Proposal to include such recommendations.
- 22. AMERICANS WITH DISABILITIES AC
  Owner is solely responsible for maintaining the subject property in full compliance with the ADA and agrees to indemnify and hold Contractor harmless from and against any and all liability, claims, damages or expenses, including attorneys' fees, relating in any way to ADA requirements or issues. Contractor recommends that Owner obtain the services of a certified ADA consultant for site evaluations and recommendations as required by Federal and State law. If directed by the Owner to obtain compliance, Owner may make recommendations for such work and additional charges may apply.
- 23. DISPUTE RESOLUTION
  Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

Pavement Preservation
FY25-26

W Tonto Rd

1GPA
Procurement
Christy Knorr, Vice President
1910 W Washington St, Phoenix, AZ 85009

PROPOSAL DOCUMENT REPORT

IFB PV No. IFB #22-15P

Asphalt Products and Services

RESPONSE DEADLINE: April 25, 2022 at 11:00 am

Report Generated: Friday, May 20, 2022

Sunland Asphalt & Construction, LLC Proposal

CONTACT INFORMATION

Company:
Sunland Asphalt & Construction, LLC

Email:
lfolsom@sunlandasphalt.com

Contact:
Lisa Folsom

Address:
1625 E Northern Ave
Phoenix, AZ 85020

Phone:
(602) 803-3022

Website:
http://www.sunlandasphalt.com/

Submission Date:
Apr 22, 2022 10:40 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 6, 2022 11:36 AM by Lisa Folsom

Addendum #2
Confirmed Apr 18, 2022 10:08 AM by Lisa Folsom

QUESTIONNAIRE

1. Bid Requirements*

Confirm that you have read the requirements of the solicitation, your firm's full understanding of the requirements of the Scope of Work detailed in the Solicitation Document and the ability of your firm to comply with all the terms, requirements, and conditions of the resultant contract.

Confirmed

2. General Information

BID INQUIRIES*

Please provide the name, title, phone number, and email address for the person 1GPA may contact for questions regarding your firm's response to this solicitation.

1GPA can contact Nate Gorrocino, Director of Pre-Construction, regarding any questions on Sunland's response to this solicitation. Nate's email address is ngorrocino@sunlandasphalt.com, and his cell phone is 480.294.2644.

SALES CONTACT*

Provide the name, title, phone number, and email address of the per 1GPA Members will contact for inquiries and quotes related to the contract resulting from this solicitation.

1GPA can contact Lisa Folsom, Business Development Manager, regarding inquiries and quotes related to the contract resulting from this solicitation. Lisa's email address is lfolsom@sunlandasphalt.com, and her cell phone is 602.803.3022.

3. Cooperative Purchasing Program

CONTRACT ADMINISTRATION REQUIREMENTS*

Do you understand the Cooperative Purchasing Program and will you comply will the contract administration requirements of 1GPA?

Yes

VOLUME TRACKING

Breifly describe your process for volume tracking and reporting contract sales to 1GPA.

Sunland will adhere to the instructions provided by 1GPA in accordance for their requirements for volume tracking via the 1GPA Vendor Portal. Below we have outlined the typical volume tracking process that Sunland follows.

(Accounting Team structure and role which include, but is not limited to description of sales contract process, Accounting Team support, and periodic account review processes)

- Sunland Sales Team Member issues proposal to 1GPA Member
- 1GPA Member issues Purchase Order (PO) to Sunland
- Sunland Sales Team Member forwards PO and proposal to Sunland Sales Support Staff for recording purposes
- Sunland Sales Team Member and Accounting Team review both PO and proposal for accuracy
- Sunland provides product/services outlined in proposal
- Sunland’s Accounts Payable Department invoices 1GPA Member

- 1GPA Member pays Sunland
- Sunland Accounting Team conducts monthly reviews of all accounts, which allows the Project Consultants and clients to stay up to date with project payments
- Sunland Sales Support Team completes monthly Usage Report through 1GPA Usage Portal
- Sunland Accounting Team remits administration fee monthly, based on invoices paid

ADMINISTRATION FEE*

Confirm your firm's understanding that 1GPA's 1% administration fee shall be included in the net price and shall not be added to approved contract prices if awarded.

Yes

4. Qualifications and Experience

The following items will be considered when determining the responsibility of the vendor (see Special Terms and Condition #30 of the solicitation document)

HISTORY OF THE FIRM*

Provide a brief history of the firm.

Sunland Asphalt & Construction, LLC (Sunland) is headquartered out of Phoenix, Arizona, and was founded by our CEO, Doug DeClusin, in 1979. With operations throughout the Western United States, Sunland has grown from its roots as an asphalt maintenance company into a full-service heavy – civil general contractor while maintaining its legacy as one of the top asphalt maintenance contractors in the Southwest. Sunland currently employs nearly 850 employees, of which approximately 600 are local in Phoenix, and has revenues in excess of $300 million per year. In addition to our construction operations, Sunland also has a subsidiary company, Solterra Materials, which operates three (3) asphalt hot plants in the Phoenix Metropolitan region.

The Sunland team prides ourselves on our Customer Focus and providing our 1GPA customers with quality projects, meeting demanding schedules and providing competitive pricing. To do so, we have built the most diversified in-house construction operations in Arizona. Our in-house self-performance capabilities include:

- Crack Sealing
- Sealcoating
- Fog Sealing
- Micro-Seal & Slurry Seal
- Chip Sealing
- Saw Cutting & Demolition
- Asphalt Milling
- Asphalt Pulverizing
- Earthwork & Grading
- Soil Stabilization
- Asphalt Patching & Repairs
- Asphalt Paving & Overlays
- Ultra Thin Bonded Wearing Course Overlays
- Concrete Flatwork
- Structural Concrete
- Wet & Dry Underground Utilities
- Waterproofing
- Striping & Signage

Sunland has always been a strong advocate for the 1GPA Cooperative. We understand the importance of offering a quality cooperative to our clients and recommending its usage to contract members. Sunland has a successful track record of utilizing the contract. Our most recent sales totals speak to our company's dedication to the 1GPA cooperative. In 2020, we reported over $7.8 million in sales, and over $9 million in 2021. We look forward to continually growing our company's usage and contract member base.

LOCATIONS*

Upload a list of your firm's offices, warehouses and/or storefront locations.

4.2_Locations.pdf

CORPORATION COMMISSION*

Upload your registration information with the Arizona Corporation Commission or other state(s) as applicable.

4.3_Corporate_Commission.pdf

CONTRACTOR'S LICENSE*

Upload a copy(ies) or a list of your firm's current contractor's licenses.

4.4_Contractor_License.pdf

YEARS OF EXPERIENCE*

Provide the number of years your firm has been providing the products/services being offered.

Sunland Asphalt & Construction, LLC. has been providing the products/services being offered for over 43 years.

KEY PERSONNEL*

Download the below document, complete, and upload. Resumes or any other additional information may also be uploaded here.

- Key_Personnel_22-15P.docx

4.6_Key_Personnel.pdf

REFERENCES/PERFORMANCE EVALUATION SURVEYS

Provide five (5) references, preferably government entities, for which your firm has provided similar products/services in the past. Download the below document, complete and upload. Additional project or reference information may also be uploaded here.

- Performance_Evaluation_22-1...

4.7_References_Performance_Evaluation_Surveys.pdf

FINANCIAL DISCLOSURE QUESTIONNAIRE - LONG FORM*

Download the below document, complete, and upload.

- Financial_Disclosure_Questi...

4.8_Financial_Disclosure_Questionnaire_-_Long_Form.pdf

5. Products and Services

PRODUCTS AND SERVICES OFFERED*

Provide information regarding the products and services your firm provides related to the Scope of Work for this solicitation.

Sunland offers a wide variety of solutions to meet the most demanding projects and environments. We provide a combination of solid expertise, quality materials and state-of-the art equipment.

SERVICES

- Crack Sealing
- Sealcoating
- Fog Sealing
- Micro-Seal & Slurry Seal
- Chip Sealing
- Saw Cutting & Demolition

- Asphalt Milling
- Asphalt Pulverizing
- Earthwork & Grading
- Soil Stabilization
- Asphalt Patching & Repairs
- Asphalt Paving & Overlays
- Ultra Thin Bonded Wearing Course Overlays
- Concrete Flatwork
- Structural Concrete
- Wet & Dry Underground Utilities
- Waterproofing
- Striping & Signage

PRODUCTS

- Crack Sealant Products
  - Crafco crack sealants including: Mastic Roadsaver, Polyflex, and Parking Lot Sealant products
  - Maxwell crack sealants including: Gap/Mastic and Elastoflex products
  - Deery crack sealants including: Level & Go, Deery 200, and Deery 220 products
- Sealcoat & Emulsion Products
  - SealMaster sealcoat products including: MasterSeal, PMM, Liquid Road and various other products
  - GuardTop sealcoat products including: LSTR, Ultra, Road Shield and various other products

- Quality Emulsions fog seal and slurry emulsion products including: CSS-1H, SS-1H, Onyx, CQS and various other products
- Ergon fog seal and slurry emulsion products including: CSS-1H, SS-1H, CRS-2P, CQS and various other products

- Hot Mix Asphalt Products
  - Sunland has partnerships with various aggregate producers and hot mix asphalt suppliers across the Southwestern United States including Solterra Materials, Martin Marietta, Vulcan, Cemex, Brimhall Sand & Rock, CS McCrossan, Granite, and many others.
- Concrete Ready Mix Products
  - Sunland has partnerships with various aggregate producers and ready mix concrete suppliers across the Southwestern United States including CalPortland, Martin Marietta, Cemex, Quality Ready Mix, Desert Ready Mix, Rock Solid, and many others.

SUPPLEMENTAL INFORMATION

Upload any supplemental information regarding products and/or services offered that you would like to include in your response here (if applicable)

5.2_Supplemental_Information_sm.pdf

6. Cost

Please complete the pricing tables included in the "Pricing" section of this project and provide other information as requested in this section.

BASE LOCATION

Not-to-exceed prices listed on the Asphalt Products and Services Pricing Tables should be for the Phoenix Metro area if available. If your firm does not provide services in this area, provide the state/region for which the not-to-exceed prices apply. This pricing table will also be used as the basis for the Regional Price Adjustment Section of this project.

Sunland confirms that the Phoenix Metro area will be our primary base location.

REGIONAL PRICE ADJUSTMENTS*

Download the below document, complete, and upload per instructions on the form. If your firm offers an alternate regional pricing structure, please complete Tab 2 of the attached form. Additional information may also be uploaded here.

- 22-15P_Regions.xlsx

6.2_Regional_Price_Adjustments_-_22-15P_Regions.pdf

ADDITIONAL PRODUCTS AND SERVICES

Upload not-to-exceed rates for any additional products and services related to the scope of work for this project that your firm wishes to make available to 1GPA Members if awarded under this contract.

6.3_Additional_Products_&_Services_Sunland.pdf

EXTENDED WARRANTY

If your firm offers extended warranties, please upload program information and pricing here.

6.4_Extended_Warranty.pdf

7. Forms

BID SECURITY*

School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of the construction contract will exceed the amount established by Arizona Administrative Code (A.A.C.) R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Bid.

Acceptable bid security for this solicitation will be a certified check, or an annual or one-time bid bond underwritten by a surety company licensed to issue bonds in the appropriate state construction will take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

Please scan and upload a copy of your bid security under item 7.2 "Bid Security Form". Bidder should also MAIL bid security no later than the bid due date and time addressed to

1GPA

Attention: Rebecca Seifert

1910 West Washington Street

Phoenix, AZ 85009

Please have the Bidder Name, Contract Title ("Asphalt Products and Services"), and Contract Number ("IFB #22-15P") listed clearly on the outside of the envelope.

Confirmed

BID SECURITY FORM*

Download the sample bid bond form below. Upload a copy of your bid bond here. Mail the original copy as instructed under 7.1 Bid Security.

- Bid_Bond_Form.docx

7.2._Bid_Security_Form.pdf

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE (UPLOAD PROJECT SPECIFIC DOCUMENT)*

Download the below document, complete, and upload.

- O&A_22-15P.docx

7.3_Sunland's_Proposal_and_Contract_Acceptance_(upload_project_specific_document).pdf

2CFR SECTION 200 CERTIFICATION*

Download the below document, complete, and upload.

- 2CFR_Section_200_Certificat...

7.4._2CFR_Section_200_Certification.pdf

COI FORM*

Download the below document, complete, and upload.

- COI_Form.docx

7.5._COI_Form.pdf

CONFIDENTIAL PROPRIETARY SUBMITTAL FORM*

Download the below document, complete, and upload.

- Confidential_Proprietary_Su...

7.6._Confidential_Proprietary_Submittal_Form.pdf

DEBARMENT CERTIFICATION*

Download the below document, complete, and upload.

- Debarment_Certification.docx

7.7._Debarment_Certification.pdf

MWBE AND HUB*

Download the below document, complete, and upload.

- MWBE_and_HUB.docx

7.8._MWBE_and_HUB.pdf

NON COLLUSION AFFIDAVIT*

THIS FORM MUST BE NOTARIZED. Download the below documents, complete, and upload.

- Non_Collusion_Affidavit.docx

7.9._Non_Collusion_Affidavit.pdf

W-9*

Download the below documents, complete, and upload.

- W-9.docx

7.10._W-9.pdf

ANTITRUST CERTIFICATION STATEMENT*

Download the below documents, complete, and upload.

- Antitrust_Certification.docx

7.11._Antitrust_Certification_Statement.pdf

PRICE TABLES

ASPHALT PRODUCTS AND SERVICES

Bidder should provide not-to-exceed pricing for the various products/services listed below as applicable for the Phoenix Metro area (or your Base Location identified in Item 6.1 of the Vendor Submission section of this project). Prices shall include all labor, materials, equipment, necessary to provide the item requested. Include any pricing not specifically listed under item 6.3 "Additional Products and Services" of the Vendor Submission section of this project. You must enter a not-to-exceed rate or "No Bid" for every line item. Any manufacturer's name, trade name, brand name, or product number used below is for the purpose of describing and/or establishing quality, design and performance. Any such references are not intended to limit or restrict vendor's bids.

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
Asphalt Surface Patch						

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
1	Mobilization	Flat Fee	Each	$600.00		
2	Per Square Foot Per Inch, Less than 10,000 SQFT	Per SQFT Per Inch		$1.50		
3	Per Square Foot Per Inch, Greater than 10,000 SQFT	Per SQFT Per Inch		$1.25		
Asphalt Removal/Replacement						
4	Mobilization Charge	Flat Fee	Each	$800.00		
5	2 Inch Depth, Under 10,000 SQFT	SQFT		$3.00		
6	2 Inch Depth, Over 10,000 SQFT	SQFT		$2.50		
7	3 Inch Depth, Under 10,000 SQFT	SQFT		$3.75		
8	3 Inch Depth, Over 10,000 SQFT	SQFT		$3.25		
9	4 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT		$4.75		
10	4 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT		$4.25		
11	5 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT		$5.50		
12	5 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT		$5.00		
13	6 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT		$6.00		
14	6 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT		$5.50		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
Asphalt Speed Bumps						
15	Mobilization Charge	Flat Fee	Each	$600.00		
16	Speed Bumps (18" Wide x 24 Linear Feet) at 3" Height	Each		$250.00		
Asphalt Speed Humps/Tables						
17	Mobilization Charge	Flat Fee	Each	$800.00		
18	Speed Humps (3' Wide x Street Width) at 3" Height	SQFT		$6.00		
19	Speed Humps (12' Wide x Street Width) at 3" Height	SQFT		$5.75		
20	Speed Humps (14' Wide x Street Width) at 3" Height	SQFT		$5.50		
21	Speed Tables (22' Wide x Street width) at 3" Height	SQFT		$5.00		
Asphaltic Concrete Paving and Overlay						
22	Mobilization Charge	Flat Fee	Each	$2,500.00		
23	1" Depth	SQFT		$1.00		
24	1-1/2" Depth	SQFT		$1.35		
25	2" Depth	SQFT		$1.70		
26	3" Depth	SQFT		$2.40		
27	4" Depth - 2 Lifts	SQFT		$3.10		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
Asphalt Concrete Fabric Overlay						
28	Mobilization	Flat Fee	Each	$1,000.00		
29	Fabric Overlay	SQFT		$0.50		
Asphalt Milling						
30	Mobilization	Flat Fee	Each	$1,500.00		
31	Asphalt Milling Per Inch Deep	SQYD	SY-IN	$0.65		Per Square Yard - Inch
Ultra Thin Bonded Wearing Course						
32	Mobilization	Flat Fee	Each	$5,000.00		
33	Residential Streets: 1.25" to 1.5" in Thickness	SQYD		$9.00		
34	Arterial/Collector Streets: 1.0" to 1.25" in Thickness	SQYD		$11.00		
35	Edge Milling at Depth of Wearing Course	SQYD		$2.50		
Asphalt Sawcutting						
36	Mobilization	Flat Fee	Each	$300.00		
37	Per Inch of Thickness	LF	LF-IN	$0.55		Per Linear Foot-Inch
Concrete Sawcutting						

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
38	Mobilization	Flat Fee	Each	$300.00		
39	Per Inch of Thickness	LF	LF-IN	$0.75		Per Linear Foot-Inch
Parking Lot Sweeping						
40	Mobilization	Flat Fee	Each	$300.00		
41	Parking Lot Sweeping	SQFT		$0.02		
Hot Rubber Crack Seal						
42	Mobilization	Flat Fee	Each	$800.00		
43	Hot Rubber Crack Seal	LB		$2.25		
Wide Crack Seal						
44	Mobilization	Flat Fee	Each	$1,500.00		
45	Wide Crack Seal	LB		$4.00		Products: Crafco Mastic One, Maxwell Gap Mastic, Deery Level-N-Go
Asphalt Emulsion Sealer, Spray Applied, SealMaster MasterSeal or Equivalent (enter alternate product in the "Comments" section)						
47	Mobilization	Flat Fee	Each	$800.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
48	First Coat	SQFT		$0.05		Equivalent: GuardTop LSTR
49	Second Coat	SQFT		$0.03		Equivalent: GuardTop LSTR
Asphalt Emulsion Sealer, Spray Applied, SealMaster PMM or Equivalent (enter alternate product in the "Comments" section)						
50	Mobilization	Flat Fee	Each	$800.00		
51	First Coat	SQFT		$0.07		Equivalent: GuardTop Ultra
52	Second Coat	SQFT		$0.04		Equivalent: GuardTop Ultra
Asphalt Emulsion Sealer, Squeegee Applied, (enter product name in the "Comments" section)						
53	Mobilization	Flat Fee	Each	$800.00		
54	First Coat	SQFT		$0.09		Products: SealMaster PMM, SealMaster MasterSeal, GuardTop Ultra, or GuardTop LSTR

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
55	Second Coat	SQFT		$0.04		Products: SealMaster PMM, SealMaster MasterSeal, GuardTop Ultra, or GuardTop LSTR
Asphalt Emulsion Sealer, Squeegee/Spray Applied, SealMaster PMM or Equivalent (enter alternate product in the "Comments" section)						
56	Mobilization	Flat Fee	Each	$800.00		
57	First Coat - Squeegee	SQFT		$0.08		Equivalent: GuardTop Ultra
58	Second Coat - Spray	SQFT		$0.04		Equivalent: GuardTop Ultra
Asphalt Emulsion Sealer, Squeegee/Spray Applied, SealMaster Liquid Road or Equivalent (enter alternate product in the "Comments" section)						
59	Mobilization	Flat Fee	Each	$800.00		
60	First Coat - Squeegee	SQFT		$0.25		Equivalent: GuardTop RoadShield
61	Second Coat - Spray	SQFT		$0.10		Equivalent: GuardTop RoadShield

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
Scrub Seal						
62	Mobilization	Flat Fee	Each	$2,500.00		
63	Scrub Seal	SQFT		$0.60		
Tire Rubber Modified Surface Sealer (TRMSS)						
64	Mobilization	Flat Fee	Each	$800.00		
65	TRMSS	SQFT		$0.10		
Conventional Type II Slurry Seal						
66	Mobilization	Flat Fee	Each	$2,500.00		
67	Conventional Type II Slurry Seal	SQYD		$3.75		
Latex/Polymer Modified II Slurry Seal						
68	Mobilization	Flat Fee	Each	$2,500.00		
69	Latex/Polymer Modified II Slurry Seal	SQYD		$3.75		
Microseal Type II Slurry Seal						
70	Mobilization	Flat Fee	Each	$4,500.00		
71	Microseal Type II Slurry Seal	SQYD		$4.50		
Single Chip Seal						

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
72	Mobilization	Flat Fee	Each	$4,500.00		
73	Single Chip Seal	SQYD		$3.75		
Double Chip Seal						
74	Mobilization	Flat Fee	Each	$4,500.00		
75	Double Chip Seal	SQYD		$6.50		
Polymer Modified Asphalt Chip Seal						
76	Mobilization	Flat Fee	Each	$4,500.00		
77	Polymer Modified Asphalt Chip Seal	SQYD		$4.75		
Terminal Blend Rubber Chip Seal						
78	Mobilization	Flat Fee	Each	$4,500.00		
79	Terminal Blend Rubber Chip Seal	SQYD		$4.75		
Acrylic Modified Asphalt Emulsion Seal						
80	Mobilization	Flat Fee	Each	$800.00		
81	Acrylic Modified Asphalt Emulsion Seal	SQFT		$0.10		
Fog Seal or Tack Seal						
82	Mobilization	Flat Fee	Each	$800.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
83	Fog Seal or Tack Seal	SQFT		$0.08		
Excavation, Demo/Haul Asphalt, Dirt, Etc.						
84	Mobilization	Flat Fee	Each	$2,500.00		
85	Non-Concrete	Cubic Yard		$50.00		
86	Concrete	Cubic Yard		$60.00		
87	Concrete with Rebar	Cubic Yard		$75.00		
Dump Fees						
88	Non-Concrete	Cubic Yard		$20.00		
89	Concrete	Cubic Yard		$30.00		
90	Organic	Cubic Yard		$50.00		
Place and Compact Fill or ABC/GSA Materials						
91	Mobilization	Flat Fee	Each	$2,500.00		
92	Per Inch of Thickness	SQFT	SF-IN	$0.40		Per Square Foot-Inch
Grade Area						
93	Mobilization	Flat Fee	Each	$2,500.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
94	Grade Area	SQYD		$2.75		
Soil Stabilization - Cement						
95	Mobilization	Flat Fee	Each	$10,000.00		
96	Blend/Compact at 4% Volume at 6"	SQYD		$6.00		
97	Blend/Compact at 4% Volume at 8"	SQYD		$7.00		
98	Blend/Compact at 4% Volume by 12"	SQYD		$8.50		
99	Blend/Compact at 6% Volume at 6"	SQYD		$7.00		
100	Blend/Compact at 6% Volume at 8"	SQYD		$8.50		
101	Blend/Compact at 6% Volume at 12"	SQYD		$10.50		
102	Blend/Compact at 9% Volume at 6"	SQYD		$8.50		
103	Blend/Compact at 9% Volume at 8"	SQYD		$10.00		
104	Blend/Compact at 9% Volume at 12"	SQYD		$13.00		
Soil Stabilization - Hydrated Lime						
105	Mobilization	Flat Fee	Each	$10,000.00		
106	Blend/Compact at 2% Volume at 6"	SQYD		$6.00		
107	Blend/Compact at 2% Volume at 8"	SQYD		$7.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
108	Blend/Compact at 2% Volume by 12"	SQYD		$8.50		
109	Blend/Compact at 4% Volume at 6"	SQYD		$7.00		
110	Blend/Compact at 4% Volume at 8"	SQYD		$8.50		
111	Blend/Compact at 4% Volume at 12"	SQYD		$10.50		
112	Blend/Compact at 6% Volume at 6"	SQYD		$8.50		
113	Blend/Compact at 6% Volume at 8"	SQYD		$10.00		
114	Blend/Compact at 6% Volume at 12"	SQYD		$13.00		
Dust Palative						
115	Mobilization	Flat Fee	Each	$1,500.00		
116	Topical Application 1 to 5,000 SQYD	Per SQYD		$3.75		
117	Topical Application 5,001 to 10,000 SQYD	Per SQYD		$1.25		
118	Topical Application 10.,001 to 20,000 SQYD	Per SQYD		$1.00		
119	Topical Application 20,001+ SQYD	Per SQYD		$0.90		
120	Blended Application to 6", 1 to 5,000 SQYD	Per SQYD		$10.00		
121	Blended Application to 6", 5,001 to 10,000 SQYD	Per SQYD		$8.00		
122	Blended Application to 6", 10,001 to 20,000 SQYD	Per SQYD		$6.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
123	Blended Application to 6", 20,001+ SQYD	Per SQYD		$4.00		
Soil Sterilization						
124	Mobilization	Flat Fee	Each	$500.00		
125	1 to 50,000 SQFT	Per SQFT		$0.05		
126	50,001 to 100,000 SQFT	Per SQFT		$0.05		
127	100,001 to 200,000 SQFT	Per SQFT		$0.04		
128	200,001+ SQFT	Per SQFT		$0.03		
Single Pass Asphalt Recycling						
129	Mobilization	Flat Fee	Each	$4,500.00		
130	2" Asphaltic Concrete	SQFT		$1.50		
131	3" Asphaltic Concrete	SQFT		$2.25		
132	4" Asphaltic Concrete	SQFT		$3.00		
133	5" Asphaltic Concrete	SQFT		$3.75		
Striping and Safety						
134	Mobilization - Acrylic Striping	Flat Fee	Each	$500.00		
135	Mobilization - Thermoplastic	Flat Fee	Each	$1,250.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
136	Restripe: Acrylic 4" Wide	LF		$0.25		Single coat applicationSingle coat application
137	Restripe: Acrylic 6" Wide	LF		$0.35		Single coat application
138	Restripe: Acrylic 8" Wide	LF		$0.45		Single coat application
139	Restripe: Acrylic 12" Wide	LF		$0.60		Single coat application
140	New Layout: Acrylic 4" Wide	LF		$0.50		Two coat application
141	New Layout: Acrylic 6" Wide	LF		$0.60		Two coat application
142	New Layout: Acrylic 8" Wide	LF		$0.70		Two coat application
143	New Layout: Acrylic 12" Wide	LF		$0.80		Two coat application
144	Thermoplastic, 4" Wide	LF		$0.60		
145	Thermoplastic, 6" Wide	LF		$1.25		
146	Thermoplastic, 8" Wide	LF		$1.50		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
147	Thermoplastic, 12" Wide	LF		$2.50		
148	Glass Beads, 4" Line	LF		$0.15		
149	Glass Beads, 6" Line	LF		$0.25		
150	Glass Beads, 8" Line	LF		$0.30		
151	Glass Beads, 12" Line	LF		$0.40		
152	Curb (Top and Face), Red	LF		$0.85		
153	Curb (Top and Face), Other Colors	LF		$0.85		
154	Handicap Stencils	Each		$50.00		
155	3' Arrows	Each		$20.00		
156	6' Arrows	Each		$40.00		
157	4-6" Numbers/Letters	Each		$1.50		
158	10-12" Numbers/Letters	Each		$2.00		
159	20-24" Numbers/Letters	Each		$5.00		
160	30-36" Numbers/Letters	Each		$10.00		
161	6' Department of Transporation Letters or Numbers	Each		$50.00		
162	Speed Bump Stripe	Each		$155.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
163	Speed Hump 3' Stripe	Each		$210.00		
164	Speed Hump 12' Stripe	Each		$225.00		
165	Speed Hump 14' Stripe	Each		$235.00		
166	Speed Table 22' Stripe	Each		$310.00		
167	Paint 4" Bollard	Each		$20.00		
168	Paint 6" Bollard	Each		$25.00		
169	Paint 8" Bollard	Each		$30.00		
170	Signage with 2" Round Post or U-Channel	Each		$350.00		
171	Signage with 2" Round Post or U-Channel in Concrete	Each		$500.00		
172	Installation - Stop and Sign Post	Each		$450.00		
173	Fire Lane Sign and Post, Single Sided	Each		$350.00		
174	Handicapped Sign and Post, Single Sided	Each		$350.00		
175	Double-Sided Sign and Post	Each		$500.00		
176	Ceramic Reflector - Installed	Each		$35.00		
177	Square Reflector, Installed	Each		$25.00		
178	Blue Reflector, Installed	Each		$25.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
Manhole Adjustments						
179	Mobilization	Flat Fee	Each	$800.00		
180	Charge to Lower	Each		$200.00		
181	Charge to Raise	Each		$450.00		
Water/Sewer/Gas Cover Adjustments						
182	Mobilization	Flat Fee	Each	$800.00		
183	Charge to Lower	Each		$200.00		
184	Charge to Raise	Each		$400.00		
Survey Monuments						
185	Mobilization	Flat Fee	Each	$800.00		
186	Type A: Charge to Lower	Each		$200.00		
187	Type A: Charge to Raise	Each		$400.00		
188	Type B: Charge to Lower	Each		$200.00		
189	Type B: Charge to Raise	Each		$300.00		
Riser Ring Adjustments						
190	Mobilization	Flat Fee	Each	$800.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
191	Manhole	Each		$450.00		
192	Water/Sewer	Each		$300.00		
Concrete Single Curb - 6"x18"						
193	Mobilization	Flat Fee	Each	$2,500.00		
194	1-200	LF		$40.00		
195	201-500	LF		$35.00		
196	501-1000	LF		$30.00		
197	1001+	LF		$25.00		
Concrete Curb and Gutter - 6" High Curb & 6" Thick Gutter						
198	Mobilization	Flat Fee	Each	$2,500.00		
199	1-200	LF		$50.00		
200	201-500	LF		$40.00		
201	501-1000	LF		$35.00		
202	1000+	LF		$30.00		
Concrete Flatwork						
203	Mobilization	Flat Fee	Each	$2,500.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
204	4" Thick per SQFT - 1 to 500 SQFT	SQFT		$9.00		
205	4" Thick per SQFT - 501 to 1000 SQFT	SQFT		$8.00		
206	4" Thick per SQFT - 1001+ SQFT	SQFT		$7.00		
207	6" Thick per SQFT - 1 to 500 SQFT	SQFT		$12.00		
208	6" Thick per SQFT - 501 to 1000 SQFT	SQFT		$11.00		
209	6" Thick per SQFT - 1001+ SQFT	SQFT		$10.00		
210	8" Thick per SQFT - 1 to 500 SQFT	SQFT		$14.00		
211	8" Thick per SQFT - 501 to 1000 SQFT	SQFT		$13.00		
212	8" Thick per SQFT - 1001+ SQFT	SQFT		$12.00		
213	12" Thick per SQFT - 1 to 500 SQFT	SQFT		$22.00		
214	12" Thick per SQFT - 501 to 1000 SQFT	SQFT		$21.00		
215	12" Thick per SQFT - 1001+ SQFT	SQFT		$20.00		
216	Additional Charge for Wire Mesh	SQFT		$1.50		
217	Additional Charge for Fiber Mesh	SQFT		$2.00		
218	Additional Charge for #3 Rebar	SQFT		$2.00		
219	Additional Charge for Post Tension	SQFT		$2.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
Concrete Doweling						
220	3/8"x12" Steel Dowels, Installed	Each		$45.00		
221	1/2"x12" Steel Dowels, Installed	Each		$50.00		
Concrete Extruded Curb - No Rebar						
222	Mobilization	Flat Fee	Each	$800.00		
223	1 to 300 per Linear Foot	LF		$10.00		
224	301 to 500 per Linear Foot	LF		$9.00		
225	501+ per Linear Foot	LF		$8.00		
Concrete Extruded Curb - With Rebar						
226	Mobilization	Flat Fee	Each	$800.00		
227	1 to 300 per Linear Foot	LF		$16.00		
228	301 to 500 per Linear Foot	LF		$15.00		
229	501+ per Linear Foot	LF		$14.00		
Precast Safety Curbs						
230	Mobilization	Flat Fee	Each	$500.00		
231	Remove and Stockpile Existing Curbs	Each		$20.00		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
232	Repin Existing Curbs	Each		$20.00		
233	New 6' Curbs, 1 to 20 per each	Each		$100.00		
234	New 6' Curbs, 21+ per each	Each		$90.00		
Safety Bollards						
235	Mobilization	Flat Fee	Each	$500.00		
236	4" Diameter, Concrete Filled	Each		$600.00		
237	6" Diameter, Concrete Filled	Each		$700.00		
238	8" Diameter, Concrete Filled	Each		$800.00		
Construction Survey						
239	Registered Surveyor, 1 Man and Equipment	Per Hour		$200.00		
240	Non-Registered Surveyor, 2 Men and Equipment	Per Hour		$175.00		
Other						
241	Asphalt Cleaning/Prep	SQFT		$0.02		

Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Price	No Bid	Comments
242	Traffic Control	Per Day		$1,500.00		Parking Lot Application, see attachment for additional products and services in Section 6.3
243	Sweeping	Per Hour		$140.00		

4.2. Locations*

Upload a list of your firm's offices, warehouses and/or storefront locations.

Corporate Office
1625 E. Northern Avenue
Phoenix, AZ 85202
602.323.2800

Texas Office
9800 Hillwood Parkway, Fort
Worth, TX 76177
469.647.9402

Phoenix Office
3030 S. 7th Street
Phoenix, AZ 85040
602.323.2800

Tucson Office
2850 E Valencia Rd
Tucson, AZ 85706
520.889.7100

Nevada Office
5805 Emerald Avenue
Las Vegas, NV 89122
702.563.6872

Colorado Office
12365 Dumont Way
Littleton, CO 80125
303.791.8300

New Mexico Office
5204 2nd Street NW
Albuquerque, NM 87107
505.998.6629

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

SUNLAND ASPHALT & CONSTRUCTION, LLC

ACC file number: 23164770

a foreign limited liability company, was authorized to transact business in the State of Arizona on 12/29/2020, and that, according to the records of the Arizona Corporation Commission, said limited liability company is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: **01/04/2022**

Matthew Neubert, Executive Director

Arizona Corporation Commission - RECEIVED: 4/21/2020
Arizona Corporation Commission - FILED: 4/21/2020

20042115425105

2020 ANNUAL REPORT

ENTITY INFORMATION

ENTITY NAME: SUNLAND ASPHALT & CONSTRUCTION, INC.
ENTITY ID: 01532876
ENTITY TYPE: Domestic For-Profit (Business) Corporation
CHARACTER OF BUSINESS: Construction
AUTHORIZED SHARES: Share Class: COMMON Share Series: Share Total: 1000000
ISSUED SHARES:

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: NATIONA REGISTERED AGENTS INC
PHYSICAL ADDRESS: 3800 N CENTRAL AVE STE 460 , PHOENIX, AZ 85012
MAILING ADDRESS: 3800 N CENTRAL AVE STE 460 , PHOENIX, AZ 85012

KNOWN PLACE OF BUSINESS

1625 E Northern Ave, PHOENIX, AZ 85020

PRINCIPAL OFFICE ADDRESS

PRINCIPAL INFORMATION

Director: Douglas J DeCLusin - 1625 E Northern Ave, Phoenix, AZ, 85020, USA - vmonlon@sunlandasphalt.com - Date of Taking Office: 11/01/1979

Officer: Tom Lawless - 1625 E Northern Ave, PHoenix, AZ, 85020, USA - vmonlon@sunlandasphalt.com - Date of Taking Office: 12/31/2014

President/CEO: Douglas J DeCLusin - 1625 E Northern Ave, Phoenix, AZ, 85020, USA - vmonlon@sunlandasphalt.com - Date of Taking Office: 11/01/1979

Secretary: Diana J DeClusin - 1625 E Northern Ave, Phoenix, AZ, 85020, USA - vmonlon@sunlandasphalt.com - Date of Taking Office: 11/01/1979

SIGNATURE

President/CEO: Douglas J DeClusin - 04/21/2020

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

FOREIGN REGISTRATION STATEMENT

Please read Instructions L025i

1. **ENTITY TYPE** – **check only one** to indicate the type of entity applying for registration:

   ☒ LIMITED LIABILITY COMPANY ☐ PROFESSIONAL LIMITED LIABILITY COMPANY ☐ SERIES LLC

2. **NAME IN STATE OR COUNTRY OF FORMATION (FOREIGN NAME)** – enter the exact, true name of the foreign LLC:

   Sunland Asphalt & Construction, LLC

3. **NAME TO BE USED IN ARIZONA (ENTITY NAME)** – identify the name the foreign LLC will use in Arizona by checking 3.1 *or* 3.2 (check only one), and follow instructions:
   NOTE: For a foreign series LLC, "Series" must be included in the name.

   3.1 ☒ **Name in state or country of formation**, with no changes or additions – go to number 4 and continue.

   3.2 ☐ **Fictitious name** – check this if the foreign LLC's name in its state or country of formation is not available for use in Arizona or if that name does not contain an LLC identifier, and enter the name in number 3.3 below. **NOTE** – a resolution of the company adopting the fictitious name must be attached to and submitted with this form.

   3.3 **If you checked 3.2**, enter or print the name to be used in Arizona:

4. **PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES** – if professional LLC is checked in number 1 above, describe the professional services that the professional LLC will provide (examples: law firm, accounting, medical):

5. **FOREIGN DOMICILE** – list the state or country in which the foreign LLC was formed: Delaware

6. **DATE OF FORMATION IN FOREIGN DOMICILE:** December 29, 2020

7. **PURPOSE OR GENERAL CHARACTER OF BUSINESS** – describe or state the purpose of the foreign LLC or the general character of the business it proposes to transact in Arizona:
   Construction

8. STATUTORY AGENT IN ARIZONA:

8.1 *REQUIRED* – give the **name** (can be an individual or an entity) **and *physical or street address*** (not a P.O. Box) in Arizona of the statutory agent:

C T Corporation System
Statutory Agent Name (required)

Attention (optional)
3800 North Central Avenue
Address 1
Suite 460
Address 2 (optional)
City Phoenix | AZ State | 85012 Zip

8.2 *REQUIRED* - mailing address in Arizona of statutory agent, if different from street address (can be a P.O. Box):
☑ Check box if same as street address.

Attention (optional)
Address 1
Address 2 (optional)
City | State | Zip

8.3 *REQUIRED* – the Statutory Agent Acceptance form M002 must be submitted along with this Application For Registration.

9. PRINCIPAL MAILING ADDRESS - FOREIGN LLC – *see Instructions L025i*

Give the **mailing address** of the foreign LLC (not required to, but can be in Arizona and may be a P.O. Box):

Attention (optional)
1625 East Northern Avenue
Address 1
Address 2 (optional)
Phoenix | AZ | 85020
City | State or Province | Zip
Country: UNITED STATES

10. JURISDICTION OF FORMATION:

10.1 Does the jurisdiction of formation require the LLC to maintain a street address in that jurisdiction?

☐ Yes - complete number 10.2 and continue.
☑ No - complete number 10.3 and continue.

10.2 If you answered "yes" to number 10.1, give the Foreign LLC street address in jurisdiction of formation.

Attention (optional)
Address 1
Address 2 (optional)
City | State or Province | Zip
Country

10.3 If you answered "no" to number 10.1, give the name and addresses of the statutory agent in jurisdiction of formation of Foreign LLC.

Statutory agent name: The Corporation Trust Company

Street address in jurisdiction of formation:

Attention (optional)			
1209 Orange Street			
Address 1			
Address 2 (optional)			
Wilmington		DE	19801
City		State or Province	Zip
Country: UNITED STATES			

Mailing address in jurisdiction of formation:

Attention (optional)			
1209 Orange Street			
Address 1			
Address 2 (optional)			
Wilmington		DE	19801
City		State or Province	Zip
Country: UNITED STATES			

11. INFORMATION REGARDING DESIGNATING FOREIGN COMPANY OF THE FOREIGN SERIES – *see Instructions L025i*

11.1 DESIGNATING FOREIGN COMPANY NAME IN JURISDICTION OF FORMATION (FOREIGN NAME) - enter the exact, true name of the Designating Foreign Company:

_____

11.2 FOREIGN DOMICILE - list the jurisdiction in which the Designating Foreign Company was formed:

_____

11.3 DATE OF FORMATION - list the date on which the Designating Foreign Company was formed: ☐

COMPLETE NUMBER 12 OR NUMBER 13 – NOT BOTH.

12. MANAGER-MANAGED LLC – *see Instructions L025i* – check this box ☐ if management of the LLC is vested in a manager or managers, and complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment.*

13. MEMBER-MANAGED LLC – *see Instructions L025i* – check this box ☒ if management of the LLC is reserved to the members, and complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*

14. SIGNATURE: By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

☑ I ACCEPT

Signature	Printed Name	Date
	Douglas J. DeClusin	12/30/2020

REQUIRED – check only one and fill in the corresponding blank if signing for an entity:

☐ I am an **individual** authorized to sign this document.	■ I am signing on behalf of an **entity** that is authorized to sign this document. Sunland Holdings Company

Expedited or Same Day/Next Day services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: $150.00 (regular processing) All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

MEMBER STRUCTURE ATTACHMENT

1. **ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domicile state or country):

   Sunland Asphalt & Construction, LLC

2. **MEMBERS** – give the name and address of **all Members.** If more space is needed, use another Member Structure Attachment form.

1. Sunland Holding Company Name 1625 East Northern Avenue Address 1 Address 2 (optional) Phoenix / AZ / 85020 City / State or Province / Zip Country: UNITED STATES	2. Name Address 1 Address 2 (optional) City / State or Province / Zip Country
3. Name Address 1 Address 2 (optional) City / State or Province / Zip Country	4. Name Address 1 Address 2 (optional) City / State or Province / Zip Country
5. Name Address 1 Address 2 (optional) City / State or Province / Zip Country	6. Name Address 1 Address 2 (optional) City / State or Province / Zip Country
7. Name Address 1 Address 2 (optional) City / State or Province / Zip Country	8. Name Address 1 Address 2 (optional) City / State or Province / Zip Country

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATUTORY AGENT ACCEPTANCE

Please read Instructions M002i

1. **ENTITY NAME** – give the **exact** name in Arizona of the corporation or LLC that has appointed the Statutory Agent (this must match exactly the name as listed on the document appointing the statutory agent, e.g., Articles of Organization or Articles of Incorporation):

   Sunland Asphalt & Construction, LLC

2. **STATUTORY AGENT NAME –** give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity). *NOTE* - the name must match **exactly** the statutory agent name as listed in the document that appoints the statutory agent (e.g. Articles of Incorporation or Articles of Organization), including any middle initial or suffix:

   C T Corporation System

3. **STATUTORY AGENT SIGNATURE:**

   By the signature appearing below, the individual or entity named in number 2 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the appointing entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

   The person signing below declares and certifies *under penalty of perjury* that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

Signature	Scott A. White, Asst. Secy.	12/28/2020
	Printed Name	Date

REQUIRED – check only one:

☐ **Individual as statutory agent:** I am signing on behalf of myself as the individual (natural person) named as statutory agent.	☒ **Entity as statutory agent:** I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Expedited or Same Day/Next Day services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: none (regular processing) All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUNLAND ASPHALT & CONSTRUCTION, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

Jeffrey W. Bullock, Secretary of State

4565196 8300

SR# 20208779780

Authentication: 204434318

Date: 12-29-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SUNLAND ASPHALT & CONSTRUCTION, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF CONVERSION, FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2020, AT 9:05 O`CLOCK A.M.

CERTIFICATE OF FORMATION, FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2020, AT 9:05 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "SUNLAND ASPHALT & CONSTRUCTION, LLC".

Jeffrey W. Bullock, Secretary of State

4565196 8100H
SR# 20208779781

Authentication: 204434340
Date: 12-29-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:05 AM 12/29/2020
FILED 09:05 AM 12/29/2020
SR 20208776105 - File Number 4565196

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY
COMPANY ACT

1.) The jurisdiction where the Corporation first formed is Arizona.

2.) The jurisdiction immediately prior to filing this Certificate is Arizona.

3.) The date the corporation first formed is January 25, 1983.

4.) The name of the Corporation immediately prior to filing this Certificate is Sunland Asphalt & Construction, Inc.

5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Sunland Asphalt & Construction, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 30 day of December, A.D. 2020.

By: _____
Authorized Person

Name: Douglas J. DeClusin
Print or Type

20122914472188

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:05 AM 12/29/2020
FILED 09:05 AM 12/29/2020
SR 20208776105 - File Number 4565196

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Sunland Asphalt & Construction, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company.

By: _____
Authorized Person

Name: Douglas J. DeClusin
Print or Type

CONTRACTOR LICENSE

ARIZONA

Registrar of Contractors - ROC111922 - Class A
Registrar of Contractors - 95189 - Class R-13

CALIFORNIA

Contractors State License Board - 781952 - Class C12A

COLORADO

City of Arvada – AEC8151 – MC-B General Street
City of Aurora - 2019-1700751 00 CL
City of Boulder – LIC-00992651 – Right-of-Way
City and County of Broomfield - OL-21-12507 – GenC
City of Centennial – CL-35995
City of Colorado Springs - Concrete - 726319
City of Colorado Springs - Excavation License - 726320
Commerce City - ROW - 4287
City and County of Denver - ROW Paving -- LIC234285
City of Englewood – D06 Concrete – 20548
City of Greenwood Village –Level A – Commercial OL-20-04044
City of Lakewood – Municpal - 18695
City of Littleton – D-02-Concrete – D20006
City of Louisville - LSVL-002450-2019 – Class D
City of Thornton - EXC20200445 - Class D - Excavation/Grading
City of Westminster – 1700889 – D-Public Way Contractor

NEVADA

Nevada State Contractors Board - 0049496 - A11-A12-A-16-A-7-A8
Nevada State Contractors Board - 0074079 - C5

NEW MEXICO

State of New Mexico - 367125 - Class GA01
State of New Mexico - L0462476464 - Resident Contractor Certificate

UTAH

State of Utah - 5677300-5501

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]

Sunland Asphalt & Construction Inc

1625 E Northern Ave
Phoenix, AZ 85020-3960

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH: 9/30/2021
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Sunland Asphalt & Construction Inc

CONTRACTORS LICENSE NO. ROC 095189 CLASS R-13

Specialty Residential
Asphalt Paving

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

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)]
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Sunland Asphalt & Construction Inc

1625 E Northern Ave
Phoenix, AZ 85020-3960

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH: 9/30/2021
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
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Asphalt Paving

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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]

Sunland Asphalt & Construction Inc

1625 E Northern Ave
Phoenix, AZ 85020-3960

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH: 9/30/2021
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Sunland Asphalt & Construction Inc

CONTRACTORS LICENSE NO. ROC 095189 CLASS R-13

Specialty Residential
Asphalt Paving

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

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)]
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Sunland Asphalt & Construction Inc

1625 E Northern Ave
Phoenix, AZ 85020-3960

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LICENSE EFFECTIVE THROUGH: 2/28/2022
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Sunland Asphalt & Construction Inc

CONTRACTORS LICENSE NO. ROC 111922 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

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JEFF FLEETHAM, DIRECTOR

IFB 22-15P ASPHALT PRODUCTS AND SERVICES
KEY PERSONNEL

Provide information regarding key personnel that includes education and experience, years of industry experience and years with your firm. You may also attach any supporting information that demonstrates the employee's experience, expertise and/or performance. Add more tables as needed.

KEY PERSONNEL #1

NAME:	Ron Erickson
TITLE:	Regional Sales Manager
YEARS OF INDUSTRY EXPERIENCE:	Over 20 Years
YEARS WITH THE FIRM:	20 Years
EDUCATION:	Northern State University in Aberdeen South Dakota with a Bachelor of Science Degree
WORK EXPERIENCE:	Ron Erickson is the Regional Sales Manager for the Sunland Asphalt & Construction, LLC (Sunland) Phoenix Division. Ron has previously held positions such as Account Executive in Public Works Education, Sales Director (Ace). He joined Sunland in 2021 when Ace and Sunland merged. Ron graduated from Northern State University in Aberdeen South Dakota with a Bachelor of Science Degree. Ron is a member of the EAGP, Accelerate. As Regional Sales Manager, Ron will be responsible for oversight of sales to educational entities in Arizona. He has more than 18 years of experience in sales and contract administration in the municipal and educational markets. Ron has experience in contract administration to varied local school districts as well as Maricopa County, Maricopa County Community College District, 1GPA and the Mohave Educational Services Cooperative.
OTHER INFORMATION:	Sunland has hand-selected the following team of key personnel that brings over 150 years of experience to 1GPA. We have outlined brief bios below. **Eric Albright** Eric has over 15 years of experience as a Senior Project Consultant in maintenance and public works projects. He started in Tucson, eventually making his way to our Phoenix office and joining our Public Works Education team. At Sunland, Eric has gained extensive knowledge of the 1GPA contract and can handle any size project. He has focused not only on school districts but also on municipal and public entities. He brings extensive knowledge of the 1GPA contract, with most of his time spent on the public works education side. Eric understands the time constraints schools have when scheduling projects and works with his clients to ensure we are accommodating their school schedules. **Tad Peters** Tad has over 23 years of experience as a Project Consultant in the paving/construction industry. Tad has been on our sales side for the last three years, starting on the project management side. He has gained an excellent knowledge of the 1GPA contract in those three years. Tad has worked with school districts and public entities to provide contract knowledge and usage for the 1GPA Cooperative. He brings to the table both project management and sales experience. Tad will walk customers through the entire process from start to finish.

Scott Hamilton
Scott has over 33 years of experience in the paving industry. He works on both the maintenance and public works side and has excellent knowledge of the 1GPA contract. Scott has extensive experience as a Senior Project Consultant, utilizing the 1GPA Cooperative contract, and has gained a reputation for being a resource to clients and a leader in the pavement vertical.

Kyle Kelly
Kyle is our Southern Arizona Business Development Manager. He has over eight years of experience working with Sunland. He has grown our southern Arizona territory and has become an invaluable resource to his clients. Kyle is often advocating the usage of the 1GPA cooperative to both his school and municipal clients.

Rick Risner
Rick will provide 17 years of Business Development Services experience. As Business Development Manager, he oversees the planning and execution of Phoenix Public Works contracts. His knowledge in pre-construction services, constructability reviews, value engineering, cost modeling, estimating, and scheduling will streamline the project for success. Rick will attend meetings with the team and coordinate with the design and phasing of the project to ensure efficiencies in scope, schedule, and budget. Rick's proven ability will provide a thorough understanding of the 1GPA contract.

Chance Cherry
Chance Cherry offers 28 years of experience and has worked with the Arizona Department of Transportation (ADOT), Maricopa County Department of Transportation (MCDOT), and the Cities of Apache Junction, Town of Gilbert, Phoenix, Tempe, as well as the City of Casa Grande. As a Business Development Manager, Chance will ensure the project team produces the highest quality project, delivered on time and within budget for all asphalt surface treatment projects.

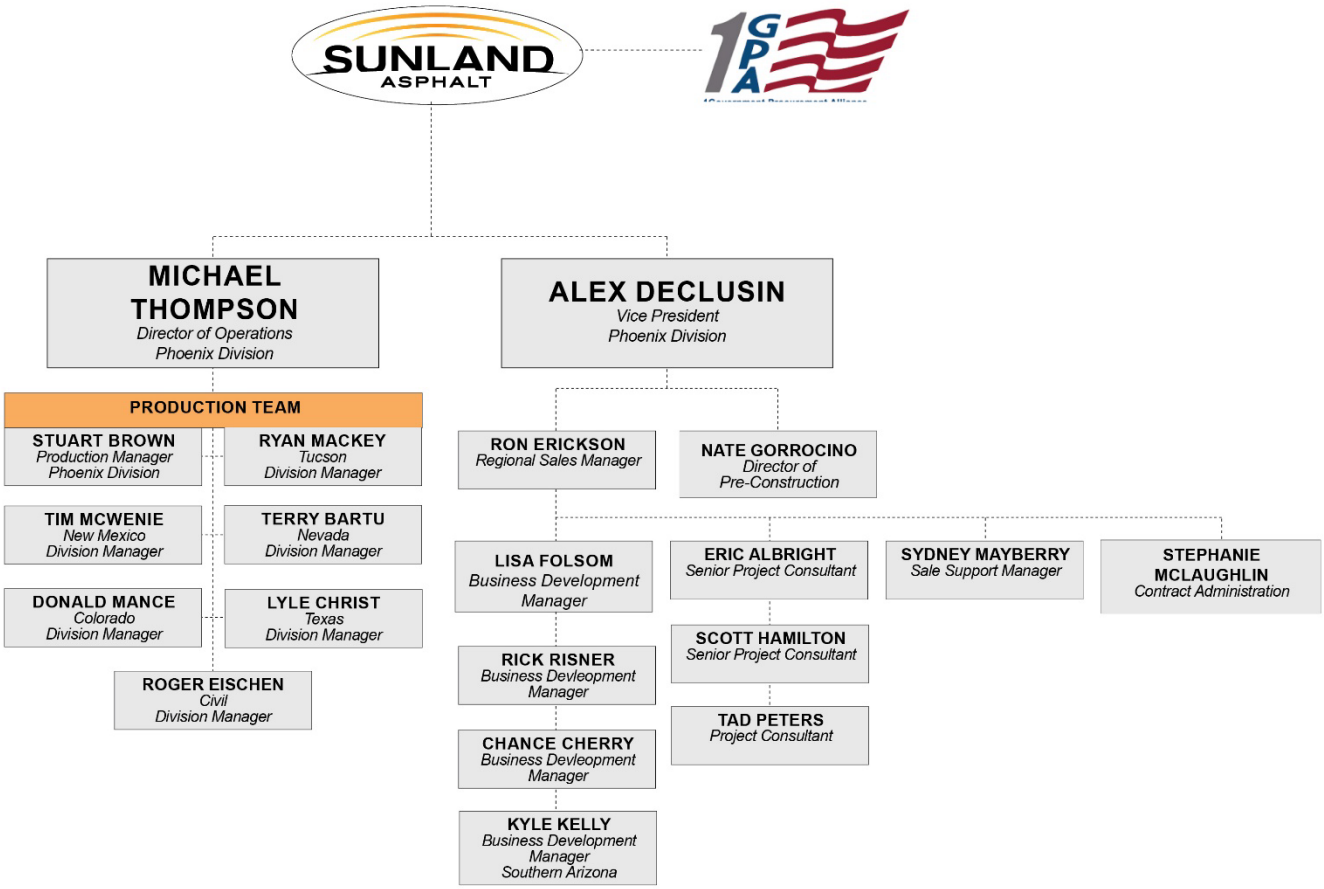
KEY PERSONNEL #2

NAME:	Nate Gorrocino
TITLE:	Pre-Construction Director
YEARS OF INDUSTRY EXPERIENCE:	11 Years
YEARS WITH THE FIRM:	9 Years
EDUCATION:	Bachelor of Science, Del E. Webb School of Construction, Arizona State University
WORK EXPERIENCE:	Nate Gorrocino has more than 11 years of construction experience and has been integrally involved in project management and estimating for a multitude of Sunland projects. Nate has held positions of Project Engineer, Project Manager, Estimator, Estimating Manager and is currently the Pre-Construction Director. He has been heavily involved in the procurement and project management of heavy civil construction projects in various counties and municipalities throughout the state of Arizona. As Director of Pre-Construction, Nate will be responsible for overseeing the preconstruction and procurement process for the work under this contract, which involves pre-bid meetings, jobsite visits, estimating, proposal generation, project hand-off meetings and other activities that will ensure a smooth transition into the production side of the work. Nate will also be responsible for the company-wide 1GPA volume tracking and usage reporting.
OTHER INFORMATION:	Nate is an alumnus of ASU's Del E. Webb School of Construction holding a BS in Construction Management is also an adjunct professor at his alma mater with a heavy-civil concentration in the Construction Management degree program.

KEY PERSONNEL #3

NAME:	Lisa Folsom
TITLE:	Business Development Manager
YEARS OF INDUSTRY EXPERIENCE:	8 Years
YEARS WITH THE FIRM:	5 Years
EDUCATION:	Bachelor's degree from the University of Arizona and a PBD (Professional Business Development Certification) through the W. P. Carey School of Business at Arizona State University in partnership with The Alliance for Construction Excellence (ACE)
WORK EXPERIENCE:	Lisa Folsom is the Business Development Manager for Sunland in the Education Market, focusing on public and charter entities. She holds a Bachelor's degree from the University of Arizona and a PBD (Professional Business Development Certification) through the W. P. Carey School of Business at Arizona State University in partnership with The Alliance for Construction Excellence (ACE). She is also an active member of the Arizona School Boards Association (ASBA), Arizona Rural Schools Association (ARSA), and the AZ Charter School Association. Lisa was also a Vendor Rep on the membership committee, the conference committee, and the professional development committee for the Arizona Association of School Business Officials (AASBO). She is also the Vice-Chair for the Membership Committee for the Arizona Association for Economic Development (AAED) membership committee. As Business Development Manager, Lisa is responsible for new client acquisitions and current client retention. She has helped to educate clients on the benefits of purchasing directly from the 1GPA Cooperative. Lisa has often referred her perspective clients to sign up as members with 1GPA and is a strong advocate for using the cooperative. Lisa is also responsible for marketing the cooperative internally as well. She makes sure that her sales team has all of the information they need in regards to the 1GPA Cooperative, so that they can have intelligent conversations with clients, and be viewed as resources.
OTHER INFORMATION:	Please see below for the Sunland Organizational Chart.

IFB 22-15P ASPHALT PRODUCTS AND SERVICES
KEY PERSONNEL



PERFORMANCE EVALUATION SURVEY

Subject: Invitation for Bid 22-15P Asphalt Products and Services

Name of Vendor Being Assessed: Sunland Asphalt

To Whom It May Concern:
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Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	10
2	Quality of Products and/or Service	(1-10)	10
3	Ability to understand the needs of your agency	(1-10)	10
4	Vendor's participation and assistance when "issues" arise	(1-10)	10
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	10
6	Billing statements provided are easy to understand	(1-10)	10
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	10
8	Communication with your agency regarding schedules and timelines	(1-10)	10
9	Vendor provides value added services with satisfaction of your agency	(1-10)	10
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	10

Any additional comments regarding vendor/services provided:

ALWAYS ABLE TO MAN THE JOBS AND TURN OVER ON TIME.

Signature: Les Thompson	Date: 4-4-22
Printed Name: Les Thompson	Title: Facilities Director
Organization: Paradise Valley Unified School District	Phone Number: 602-291-0402

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

PERFORMANCE EVALUATION SURVEY

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8	Communication with your agency regarding schedules and timelines	(1-10)	10
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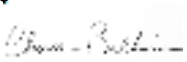
Any additional comments regarding vendor/services provided:

Very professional, great team from top to bottom.

Signature: 	Date: 4/4/2022
Printed Name: Chance Baldwin	Title: Pavement Management Supervisor
Organization: Town of Gilbert	Phone Number: 480-720-8823

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NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	9
2	Quality of Products and/or Service	(1-10)	9
3	Ability to understand the needs of your agency	(1-10)	9
4	Vendor's participation and assistance when "issues" arise	(1-10)	9
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	9
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8	Communication with your agency regarding schedules and timelines	(1-10)	9
9	Vendor provides value added services with satisfaction of your agency	(1-10)	9
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	9

Any additional comments regarding vendor/services provided:

One of the Best Asphalt companies in the business.

Signature: Robert Chism	Date: 4-7-22
Printed Name: Robert Chism	Title: Facilities Director
Organization: Marana USD	Phone Number: 520-419-2774

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

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Any additional comments regarding vendor/services provided:

Signature:	Date: 4/04/22
Printed Name: Victor Stacy	Title: Public Works Director
Organization: Town of Clifton	Phone Number: 928-965-5871

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

PERFORMANCE EVALUATION SURVEY

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Any additional comments regarding vendor/services provided:

Sunland has provided quality service and competitive pricing. The district likes to make changes and Sunland always handles the changes with understanding and patience.

Signature: Mason Meade	Date: 3/30/22
Printed Name: Mason Meade	Title: Facilities Director
Organization: Kyrene Elementary School District	Phone Number: 480-250-1077

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

Subject: Invitation for Bid 22-15P Asphalt Products and Services

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Any additional comments regarding vendor/services provided:

Sunland is always the best. EXCELLENT in everyway

Signature: Tom Struve	Date: 3.30.22
Printed Name: Tom Struve Tom Struve	Title: Pavement Management Coordinator
Organization: City of Avondale City of Avondale	Phone Number: 623-333-4221

Thank you for your time and effort in assisting the vendor in this important endeavor.

PERFORMANCE EVALUATION SURVEY

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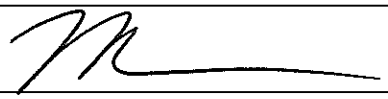
Any additional comments regarding vendor/services provided:

Signature: 	Date: 03/30/2022
Printed Name: Mark Carvis	Title: Facilities Director
Organization: Roosevelt Elementary School District	Phone Number: 602-723-3322

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

PERFORMANCE EVALUATION SURVEY

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Any additional comments regarding vendor/services provided:

SUNLAND ASPHALT PROVIDES MESA PUBLIC SCHOOLS EXCEPTIONAL SERVICE AND A QUALITY PRODUCT.

-

Signature:	Date: 29 MAR 22
Printed Name: Todd Poer	Title: Facilities Director
Organization: Mesa Unified School District	Phone Number: 928-595-1400

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

PERFORMANCE EVALUATION SURVEY

Subject: Invitation for Bid 22-15P Asphalt Products and Services

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5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	10
6	Billing statements provided are easy to understand	(1-10)	10
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	10
8	Communication with your agency regarding schedules and timelines	(1-10)	10
9	Vendor provides value added services with satisfaction of your agency	(1-10)	10
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	10

Any additional comments regarding vendor/services provided:

In my nearly twenty years working with Sunland on my projects, the Sunland team is the flagship of like contractors. They stand out significantly on many categories beyond others.

Signature:	Date: 3/29/2022
Printed Name: Shane Kiesow	Title: Public Works Manager
Organization: City of Apache Junction	Phone Number: 480-682-7084

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

FINANCIAL DISCLOSURE QUESTIONNAIRE

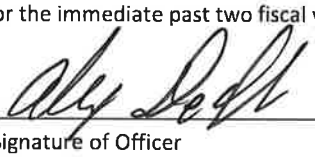
Offeror shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond "Not Applicable", "N/A", or "none" as needed instead of leaving items blank. Failure to complete may result in the rejection of proposal as unresponsive:

1.	Within the past five years, has the vendor, any principal, owner, officer, major stockholder, affiliate or any person involved in the bidding, contracting, or leasing process been the subject of any of the following: ***For each Yes answer** to questions listed in the section, provide on additional sheets regarding the finding, including but not limited to parties involved, cause, current status, resolution, etc.*	
	(a) A judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
	(b) A criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
	(c) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal, state or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?	☐ Yes ☒ No
	(d) An investigation for a civil or criminal violation for any business-related conduct by any federal, state or local agency?	☐ Yes ☒ No
	(e) A grant of immunity for any business related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
	(f) Any licenses/certifications denied, revoked or suspended or provisionally issued?	☐ Yes ☒ No
	(g) A federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?	☐ Yes ☒ No
	(h) A federal, state or local government suspension or debarment from the contracting process?	☐ Yes ☒ No
	(i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?	☐ Yes ☒ No
	(j) A federal state or local determination of willful violation of any public works or labor law or regulation?	☐ Yes ☒ No
	(k) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	☐ Yes ☒ No
	(l) An Occupational Safety and Health Act citation and notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☒ No
2.	During the past three years, has the vendor failed to file returns or pay any applicable federal, state or local government taxes? ***If yes,** identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.*	☐ Yes ☒ No

FINANCIAL DISCLOSURE QUESTIONNAIRE

3.	Has the vendor had any bankruptcy proceedings, assignments for the benefit of creditors or other measures taken for the protection against creditors been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any of the aforementioned proceedings pending by or against the vendor or its affiliates, regardless of the date of filing?	☐ Yes ☒ No
4.	Does the vendor have at least five years of experience working with public sector agencies (schools, cities, municipalities, etc.)?	☒ Yes ☐ No
5.	Does the vendor have the financial resources necessary to fulfill the requirements of the proposed contract?	☒ Yes ☐ No
6.	Is the vendor a division or subsidiary of another firm? ***If yes,** provide the name and address of the parent firm. Include a description of the working relationship between the vendor and the parent firm. Specify what impact if any, the relationship will have on the vendor's ability to meet the requirements for services described in the solicitation.*	☐ Yes ☒ No
7.	Has the vendor ever had a name change? ***If yes,** provide all names formerly known as. Sunland Asphalt & Construction, Inc., Sunland Seal Coating Inc. and Sunland, Inc. – Asphalt and Sealcoating*	☒ Yes ☐ No
8.	Provide the vendor's annual sales for the last three years: 2021: $329,000,000 2020: 226,000,000 2019: 220,000,000	

The undersigned personally and on behalf of the vendor identified herein, does hereby state and certify that the information given above is true, accurate and complete. It is further acknowledged that 1GPA will rely upon the information contained herein and in any attached pages for purposes of evaluating vendor's responsibility for contract award and 1GPA may, in its discretion, by means which it may choose, verify the truth and accuracy of any statements made herein and may request a copy of audited financial statements for the immediate past two fiscal years.

Sunland Asphalt & Construction, LLC	
Name of Business	Signature of Officer
1625 E Northern Ave	Alex DeClusin
Address	Printed Name of Officer
Phoenix, AZ 85020	Vice President - Phoenix
City, State, Zip	Title

FINANCIAL DISCLOSURE QUESTIONNAIRE

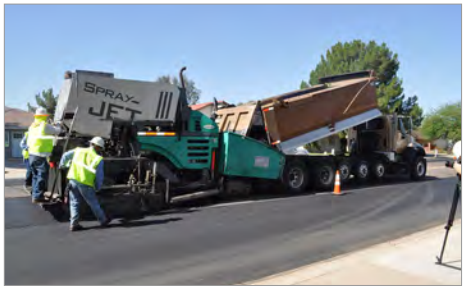
CONSTRUCTION & MAINTENANCE SERVICES

Sunland offers a wide variety of solutions to meet the most demanding projects and environments, and provides a combination of solid expertise, quality materials and state-of-the art equipment. Our services include:

CRACK SEALING

ASPHALT REPAIRS

SEALCOATING

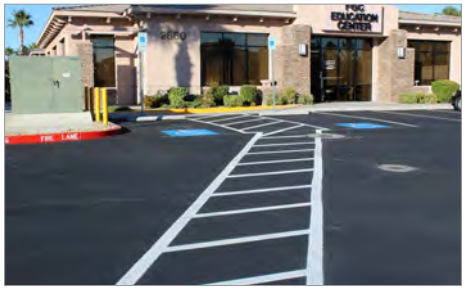


ULTRA THIN BONDED WEARING COURSE

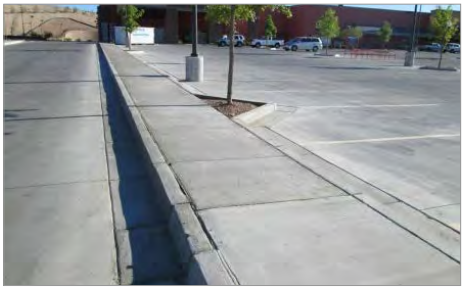
POLYCHIP

MILLING/PULVERIZING

EARTHWORK & GRADING



STRIPING & SIGNS



CONCRETE & FLATWORK

PAVING & OVERLAYS

SLURRY SEAL

CRACK SEAL

WHAT IS CRACK SEAL?

As asphalt pavement ages, cracks may begin to appear. Cracks develop for a variety of reasons – among the most common are thermal stresses, fatigue and reflective cracking from underlying pavement conditions. Crack seal is a routine pavement maintenance service to prevent water from entering into the aggregate base and subgrade material below the pavement.

THE CRACK SEAL PROCESS:

Sunland recommends that cracks with a surface opening of 1/4 inch or more be sealed. This process begins with a thorough cleaning of all sand, dirt, debris and all non-compressible materials with high-pressure compressed air. From there, crack sealant is applied as hot-poured or cold poured. Hot-poured sealant is heated in an on-site melting pot and applied to the cracks via a hose and wand applicator under pressure. The crack sealant must be banded or spread on the pavement next to the crack and cover a width of 3/4 to 1 inch on both sides of the crack. Banding of the crack seal product is done with a "V" shaped hand squeegee. The sealant will leave a permanent solid black line where it is installed.

READY TO CRACK SEAL THE DEAL WITH SUNLAND?

Sunland has completed over 4,500 crack seal projects totaling $102 million in the last ten years. Contact our experts today for a free estimate.

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

CONTACT OUR LOCAL EXPERTS TODAY FOR A

FREE ESTIMATE

1.800.540.4413

ASPHALT REPAIRS

ASPHALT REPAIRS

Asphalt may seem like an industructible material, but over time, it can begin to show wear and tear through cracking, raveling, potholes, etc. Asphalt patching acts as a band-aid for your pavement, fixing problems before they become costly.

There are two types of patching asphalt repairs in pavement maintenance: Remove and Replace (R&R) and Skin or Surface Patching.

REMOVE & REPLACE

When cracks are visible in the form of alligator cracking, potholes, sags, ruts, depressions and lateral displacement, the best option is to remove and replace patch the failed area. This process consists of saw cutting the area where structural damage has occurred, removing the area and patching it back with hot mixed asphalt.

SKIN OR SURFACE PATCHING

Another option for damaged asphalt may be to perform and skin or surface patch. This process consists of applying a thin hot mixed asphalt patch on the surface of existing pavement where it has been deteriorated or weathered. A variation of skin or surface patching is called fabric skin patching. Fabric skin patches are regular skin patches placed over a fabric inner layer between the patch and the original pavement to add longevity to the patch.

IS YOUR ASPHALT IN NEED OF REPAIR?

Sunland has completed over 7,000 asphalt repairs totaling $158 million in the last ten years. Contact our experts today for a free estimate.

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

SEALCOATING

WHAT IS SEALCOATING?

Sealcoating is a routine pavement maintenance service, used to protect pavement from sun and oxidation, water, as well as motor oil and gasoline. High performance sealcoating seals in the vital oils of the asphalt mix, improving the appearance of the asphalt with a uniform black color. This also makes it easier to clean the surface of sand, dirt and debris. Sunland Asphalt recommends that sealcoating be performed every two to three years and is a staple in every pavement maintenance plan.

THE SEALCOATING PROCESS:

The process begins with a thorough cleaning of the asphalt. From there, the sealcoat can be applied with either a squeegee or spray. Squeegee applied sealer is spread over the asphalt with a large squeegee affixed to the back of a truck. Spray applied sealer is applied by hand using a spray wand, applied mechanically with spray bars on a squeegee machine or distributor truck. Prior to applying sealcoat, the pavement must be trimmed around curbs, pavement edges, etc. that may be difficult to spray. This is usually accomplished by hand trimming with soft brooms and hand squeegees or by spraying against a spray shield held directly against the curb or pavement edge. Additional coats are applied as needed. A sealcoat typically takes up to 24 hours to cure and dry enough to drive on. Sealcoats can be walked on in 4-6 hours, depending on the temperatures.

READ FOR A FRESH SEALCOAT?

Over the last ten years, Sunland has completed over 1,000 sealcoating projects totaling $30 million. Contact our sealcoating experts today for a free estimate.

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

ULTRA THIN BONDED WEARING COURSE

WHAT IS ULTRA-THIN BONDED WEARING COURSE?

Ultra Thin Bonded Wearing Course (UTBWC) is designed for use as a high performance surface treatment over structurally sound asphalt or concrete pavements. This treatment is used to correct surface distresses, such as raveling or cracking, to restore a smooth surface.

THE ULTRA THIN BONDED WEARING COURSE PROCESS:

Ultra Thin Bonded Wearing Course process consists of a heavy spray application of polymer modified asphalt emulsion followed immediately by an ultra-thin gap-graded hot mix asphalt. Both applications are quick completed in one pass by a specially designed paving machine. Once the hot mixed asphalt is placed, a 10-ton steel wheeled vibratory roller is used for compaction. The area can be opened to regular traffic usually within 15 minutes after compaction is completed.

IS ULTRA-THIN BONDED WEARING COURSE PAR FOR THE COURSE?

Sunland has executed nearly 30 UTBWC projects totaling over $14 million in the last ten years. Contact our Ultra Thin Bonded Wearing Course experts today for a free estimate.

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

POLYCHIP

WHAT IS POLYCHIP?

PolyChip is a unique combination of recycled tire rubber, polymer modified asphalt and coated aggregate which provides a waterproof membrane over the pavement surface.

THE POLYCHIP PROCESS:

The process begins with a thorough cleaning of the roadway surface utilizing high- speed air blowers and/or mechanical sweepers. Pavement cracks ¼ inch wide or larger are then filled with a hot-applied rubberized crack sealer. PolyChip oil containing recycled tire rubber and polymers is heated and applied to the surface from a distributor truck. Immediately following the oil application, aggregate is evenly placed using a chip spreader. A rubber tire pneumatic roller is used to help compact the aggregate in place. After curing, loose stones are swept from the pavement surface. The final step is the application of an asphalt emulsion known as "fog seal." Fog sealing provides an attractive appearance while improving surface cohesion.

The PolyChip system remains flexible at cold temperatures and maintains integrity at high temperatures to help reduce reflective cracking. The finished surface requires very little maintenance and is extremely durable.

POLYCHIP OFF THE OL' BLOCK

Over the last ten years, Sunland has completed nearly 60 PolyChip projects totaling $8.5 million. Contact our PolyChip experts today to see if PolyChip is for you and receive a free estimate.

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

MILLING

WHAT IS MILLING?

When an asphalt pavement's deficiencies are primarily surface distresses, milling (also known as cold planning) may offer an effective solution. Asphalt milling is the process of removing part of the surface to a desired depth to place a new layer of hot mix asphalt, leveling and smoothing the surface.

THE MILLING PROCESS:

A milling machine machine uses a large, rotating drum that grinds and removes the pavement surface to the required depth. The milled material is moved by conveyor belt from the machine and loaded into trucks. The asphalt pavement remaining on the surface is thoroughly cleaned utilizing high-speed air blowers and/or mechanical sweepers. An asphalt emulsion tack coat is then sprayed over the entire area to improve bonding.

A new layer of hot mix asphalt is placed using conventional paving equipment. Generally, asphalt is replaced at the same thickness as was removed. Thickness may be varied to meet special requirements. Compaction is completed with steel wheeled, vibratory rollers.

READY TO ROCK AND MILL?

Over the last ten years, Sunland has performed over 400 milling projects totaling over $100 million for public and private clients alike. Contact our milling experts today for a free estimate.

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

EARTHWORK

EARTHWORK AND GRADING:

Led by a team of construction industry veterans specializing in earthwork and grading, Sunland has the state-of-the-art technology to provide earthwork and grading services to public and private clients in various market sectors.

Our approach to earthwork takes more than the finished product in mind. We also employ the latest construction equipment specially designed to perform these tasks efficiently and with minimal environmental impact. We focus
on flexibility as well, including night and weekend scheduling or multiple crews, allowing us to accommodate your schedule.

Sunland performs all scopes of earthwork including removal of structures and obstructions, channel excavation, preparation of foundations for embankment, disposal of excavated material, borrow, preparation of subgrade, subbase, and temporary water pollution, and soil erosion.

SERVCIES:

- Excavation
- Mass Grading
- Import/Export
- Fine Garding
- Soil Stabalization
- Dust Control & Storm Water Pollution Prevention

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

STRIPING & SIGNS

APPLICATION:

Whether your project is new construction or maintenance of existing, we're ready to put the finishing touch on your surface. Our services include parking stall stripes, directional arrows, stenciled instructions, handicap symbols, fire curbing, loading zones, crosswalks, stop bars, and any customized markings tailored to your business.

We start by making sure your surface is free from moisture and debris. We then mark or outline the area requiring paint. Next, we apply the paint using airless striping equipment that provides crisp, clean edges while reducing waste and pollution from overspray. We pay particular attention to both the thickness of the paint and the width of the marking so that precise and uniform lines result. Finally, we'll add any signage or reflectors your property may require.

STRIPING & SIGNS:

- Parking Stalls
- Parking Lot Signage
- Handicap Symbols
- Directional Arrows
- Curbing & Speed Bumps
- Loading Zones
- Stenciled Instructions

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

CONCRETE

STRUCTURAL CONCRETE REPAIR:

From parking garages and sidewalks to stadiums and water treatment plants, we are the solution for both structurally and aesthetically damaged concrete.

Our certified concrete structural repair experts have decades of experience in concrete restoration. They are fully qualified to assess and repair all types of structural issues. Put your trust in Sunland to provide innovative solutions to strengthen, repair and maintain all your concrete structural needs.

SPECIALTIES:

- Epoxy Crack Injection
- Epoxy Floors
- Structural Foam and Grout Injection
- Waterproofing and Moisture Controls
- Spall, Cracks, and Leak Repairs
- Installation and Repair of Expansion And Control Joints
- Concrete Repair and Patching
- Parking Structure Repair
- Bearing Pad Replacement
- Concrete Overlay Repair/Application
- Pedestrian, Vehicular, Industrial Coatings
- Carbon Fiber Wrap
- Bridge Girder Deck Repair
- Specialty Sealants and Caulking

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

PAVING & OVERLAYS

PAVING ON GRADE

When paving on grade, new asphalt is placed on finished subgrade or aggregate base material. The new asphalt is laid down using the same process as the overlay below.

ASPHALT OVERLAYS

An asphalt overlay is simply the process of installing a new surface layer of hot mix asphalt directly over existing asphalt on either parking lots or roads. In order to be a candidate for an overlay, a pavement should be relatively sound without large areas of base failure. Prior to resurfacing, pavement repairs and transitions must be made. Cracks should be filled with rubberized crack sealer, and a tack coat applied over the entire surface. A new layer of asphalt is then placed.

FABRIC OVERLAY

Fabric overlay is a way to delay reflective cracking, although it will not prevent such cracking. Prior to placing a new layer of hot mix asphalt, a geo-textile fabric is embedded in liquid asphalt binder over the entire surface. The fabric/binder combination forms a membrane that helps keep water out of the base. The cost is approximately one-third greater than a basic overlay.

LET SUNLAND PAVE THE WAY

Sunland has paved nearly 900 paving projects totaling $145 million over the last ten years for public and private clients alike. Contact our experts today for a free estimate.

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

SLURRY SEAL

WHAT IS SLURRY SEAL?

Slurry seal is a great an cost effecitve asphalt maintenance solution. Slurry seal is a thin asphalt overlay that fills in small cracks and imperfections to create an even looking surface. In addition, it seals the pavement which provides protection from water resulting in a longer life. A slurry seal uses larger aggregates than a sealcoat which helps provide better protection for heavier traveled roadways. Slurry seal provides a new wearing surface over existing asphalt only. Depending on the use of the asphalt, a slurry seal can last between 4-7 years.

THE SLURRY SEAL PROCESS:

The process begins with a thorough cleaning of the asphalt. The slurry is mixed on site and spread onto the pavement using a large machine. Slurry can be applied by hand if necesarry in smaller corner areas. A slurry seal typically takes up to 24 hours to cure and dry enough to drive on. Slurry seals can be walked on in 8-10 hours, depending on the temperatures.

SUNLAND ASPHALT

WWW.SUNLANDASPHALT.COM

1.800.540.4413

REGIONAL PRICE ADJUSTMENT

IFB 22-15P Asphalt Products and Services

Company Name: Sunland Asphalt & Construction, LLC

Instructions: Please enter Y or N under the first column for all regions that your firm is able to provide services to if awarded a contract. Bidder should complete the pricing increases/decreases as percentages applied to prices listed in the Asphalt Products and Services pricing table in the Pricing section of this project on the OpenGov Procurement online portal. Any specific limiations, exclusions, or notes may be provided in the space provided below.

If your firm offers varying rates by region for states other than Arizona, please provide the information on Tab 2 - Other Regions, otherwise, leave Tab 2 blank.

ARIZONA REGIONS

#	Description of Arizona Regions	Does your Firm service this Region?	Additional Cost % for Region (If applicable)	Limitations / Exclusions / Comments:
1	East Region- Gila, Navajo & Apache	Y	20.00%	
2	East Region- Greenlee, Graham	Y	25.00%	
3	Greater Phoenix Region- Maricopa	Y	0.00%	
4	North Region- Yavapai & Coconino	Y	15.00%	
5	North West Region- Mohave	Y	20.00%	
6	South Region- Pinal, Pima, Cochise & Santa Cruz	Y	15.00%	
7	West Region- Yuma & La Paz	Y	20.00%	

NATIONAL REGIONS- BY STATE

#	Description of Arizona Regions	Does your Firm service this Region?	Additional Cost % for Region (If applicable)	Limitations / Exclusions / Comments:
1	Alabama	Y	30.00%	
2	Alaska	Y	50.00%	
3	Arkansas	Y	30.00%	
4	California	Y	100.00%	
5	Colorado	Y	25.00%	
6	Conneticut	Y	50.00%	
7	Delaware	Y	50.00%	
8	Florida	Y	40.00%	
9	Georgia	Y	40.00%	
10	Hawaii	Y	50.00%	
11	Idaho	Y	30.00%	
12	Illinois	Y	40.00%	
13	Indiana	Y	40.00%	
14	Iowa	Y	40.00%	
15	Kansas	Y	40.00%	
16	Kentucky	Y	40.00%	
17	Louisiana	Y	40.00%	
18	Maine	Y	50.00%	

REGIONAL PRICE ADJUSTMENT

IFB 22-15P Asphalt Products and Services

Company Name: Sunland Asphalt & Construction, LLC

Instructions: Please enter Y or N under the first column for all regions that your firm is able to provide services to if awarded a contract. Bidder should complete the pricing increases/decreases as percentages applied to prices listed in the Asphalt Products and Services pricing table in the Pricing section of this project on the OpenGov Procurement online portal. Any specific limiations, exclusions, or notes may be provided in the space provided below.

If your firm offers varying rates by region for states other than Arizona, please provide the information on Tab 2 - Other Regions, otherwise, leave Tab 2 blank.

19	Maryland	Y	50.00%	
20	Massachusetts	Y	50.00%	
21	Michigan	Y	40.00%	
22	Minnesota	Y	40.00%	
23	Mississippi	Y	40.00%	
24	Missouri	Y	40.00%	
25	Montana	Y	40.00%	
26	Nebraska	Y	40.00%	
27	Nevada	Y	25.00%	
28	New Hampshire	Y	50.00%	
29	New Jersey	Y	50.00%	
30	New Mexico	Y	25.00%	
31	New York	Y	50.00%	
32	North Carolina	Y	50.00%	
33	North Dakota	Y	50.00%	
34	Ohio	Y	40.00%	
35	Oklahoma	Y	40.00%	
36	Oregon	Y	40.00%	
37	Pennsylvania	Y	50.00%	
38	Rhode Island	Y	50.00%	
39	South Carolina	Y	50.00%	
40	South Dakota	Y	40.00%	
41	Tennessee	Y	40.00%	
42	Texas	Y	25.00%	
43	Utah	Y	30.00%	
44	Vermont	Y	50.00%	
45	Virginia	Y	50.00%	
46	Washington	Y	40.00%	
47	West Virginia	Y	40.00%	
48	Wisconsin	Y	40.00%	
49	Wyoming	Y	40.00%	

Additional Product/Services - Sunland Asphalt & Construction, LLC						
Line Item	Description	Unit of Measure	Alternate Unit of	Not-To-Exceed Price	No Bid	Comments
244	Traffic Control, Residential Street	Per Day		$2,500.00		
245	Traffic Control, Collector Street	Per Day		$3,500.00		
246	Traffic Control, Arterial Street	Per Day		$4,500.00		
247	Per Diem, Per Man Per Night	Each		$75.00		
248	Lodging, Per Man Per Night	Each		$125.00		
249	Trucking/Hauling - General Freight	Hour		$150.00		
250	General Labor	Man Hour		$75.00		
251	Unspecified Products/Services (Not to Exceed 20% MU)	Lump Sum		$0.00		

6.4. Extended Warranty

If your firm offers extended warranties, please upload program information and pricing here.

Not applicable.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, Sunland Asphalt & Construction, LLC

(hereinafter called Principal), as Principal, and Everest Reinsurance Company

_____, a corporation organized and existing under the laws of the State

Of Delaware , with its principal office in the City of

Warren, NJ , (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in

the amount of One Hundred Thousand and 00/100 (Dollars) ($ 100,000.00) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for: Asphalt Products and Services - IFB #22-15P

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents 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 such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this 25th day of April 20 22

Sunland Asphalt & Construction, LLC
Principal Seal

BY _____

Everest Reinsurance Company
Surety Seal

BY _____
Paula M. Eby, Attorney-In-Fact

Willis Towers Watson Midwest, Inc.
Agency of Record

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren Corporate Center, Warren, NJ 07059 do hereby nominate, constitute, and appoint:

Kimberly Bragg, Sarah E. Green, Susan K. Landreth, Mark V. Bachle, Paula M. Eby

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly swom, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Warren Corporate Center, this 25th day of April 2022.

ES 00 01 04 16

EVEREST REINSURANCE COMPANY
STATEMENTS OF FINANCIAL CONDITION

	December 31, 2021 Unaudited	December 31, 2020 Audited
ASSETS		
Bonds	$ 11,664,412,364	$ 9,452,250,173
Stocks	1,368,647,910	914,135,093
Short-term investments	26,439,276	3,099,547
Other invested assets	2,509,586,693	2,113,872,323
Cash and cash equivalents	627,782,003	737,985,959
Accounts receivable-premium balances	2,442,192,643	2,184,883,136
Reinsurance recoverable	882,161,271	759,807,429
Other assets	741,863,973	674,687,110
Total Assets	$ 20,263,086,133	$ 16,840,720,770
LIABILITIES		
Loss and loss adjustment expense reserve	$ 9,400,866,666	$ 7,727,564,458
Unearned premium reserve	2,564,863,197	2,024,484,169
Ceded reinsurance premium payable (net of ceding commission)	464,854,369	363,237,788
Reserve for commissions, taxes and other liabilities	2,043,017,415	1,449,431,852
Total Liabilities	$ 14,473,601,647	$ 11,564,718,267
SURPLUS AND OTHER FUNDS		
Common capital stock	$ 10,000,000	$ 10,000,000
Contributed Surplus	3,400,393,975	3,400,178,517
Unassigned surplus	2,379,090,511	1,865,823,986
Total capital and surplus	$ 5,789,484,486	$ 5,276,002,503
Total Liabilities and Surplus	$ 20,263,086,133	$ 16,840,720,770

Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners

Signed by Margaret Horn, Vice President this 1st day of April 2022

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, CHARLES R. COHEN, Director of Insurance of the State of Arizona, do hereby certify that

EVEREST REINSURANCE COMPANY
Domiciled in Delaware
NAIC NO. 26921

has complied with the requirements of the Arizona Revised Statutes and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statutes § 20-217 (C) states:

> ***A Certificate of Authority remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.***

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is June 10, 2002.

Charles R. Cohen
Director of Insurance

E146 (01/02)

0002171

BIDDER'S BID AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Bid.

86-0455988
Federal Employer Identification Number

Sunland Asphalt & Construction, LLC
Company Name

Alex DeClusin
Printed Name

Vice President – Phoenix
Title

lfolsom@sunlandasphalt.com
Primary Email (for Contract Inquiries)

1625 E Northern Ave.,
Address

Phoenix AZ 85020
City, State Zip

602-323-2800
Company Telephone Number

Lisa Aros
Accounting / AP Contact Name

invmail@sunlandasphalt.com
Accounting / AP Email

Authorized Signature

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S BID AND CONTRACT ACCEPTANCE

The Bid is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 22-15P-_____, Asphalt Products and Services

Awarded this _____ day of _____ 2022

This contract shall be effective this _____ day of _____ 2022

1GPA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Approved By: Mary C. O'Brien Accommodation School/Pinal County ESA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

2CFR SECTION 200 CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES ASD Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

[*Applicable ONLY to prime construction contracts in excess of $2,000 where federal funds are being used for the project*] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

(K) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum,

steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the Member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES AJD Initials of Authorized Representative of Vendor

(L) Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the Member, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES AJD Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES AJD Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES AJD Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

2CFR SECTION 200 CERTIFICATIONS

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES ASD Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: Sunland Asphalt & Construction, LLC

Address, City, State, and Zip Code: 1625 E Northern Avenue, Phoenix AZ 85020

Phone Number: 602-323-2800 Fax Number: _____

Printed Name and Title of Authorized Representative: Alex Declusin Vice President- Phoenix

Email Address: alexd@sunlandasphalt.com

Signature of Authorized Representative: _____

Date: 4/18/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 Reseco Insurance Advisors, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 602-753-4250 **FAX (A/C, No):** 602-419-2242 **E-MAIL ADDRESS:** certificates@resecoadvisors.com
INSURED 6934 Sunland Asphalt & Construction, LLC dba Sunland Asphalt 1625 E. Northern Avenue Phoenix AZ 85020	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of PA — 19445 **INSURER B :** Allied World Assurance Co — 19489 **INSURER C :** Travelers Excess and Surplus Lines Company — 29696 **INSURER D :** Crum & Forster Specialty — 11123 **INSURER E :** Travelers Property Casualty Co of Amer — 25674 **INSURER F :** Cincinnati Insurance Companies — 23280

COVERAGES **CERTIFICATE NUMBER:** 25193441 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL9925617	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]	Y	Y	CA9775927	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ $10,000	Y	Y	0312-2833 ZUP31N2609520NF	4/1/2022 4/1/2022	4/1/2023 4/1/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 15,000,000 $ 15,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC011569704	4/1/2022	4/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E F	Prof/Poll Liability Installation Floater Crime/Employee Dishonesty		Y Y Y	PKC112745 QT-630-3S841370-TIL-21 EMP0591772-TAIL	2/16/2022 8/1/2021 1/13/2021	2/16/2023 7/1/2022 1/13/2027	Aggregate/Each Claim Any One Jobsite Limit/Deductible	$5,000,000 $2,000,000 $1,000,000/$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, 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 Umbrella Liability on a primary and non-contributory basis if required by written contract subject to all provisions and limitations of the policies. 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 policies. 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.
The $50,000 is the limit for hired auto physical damage. Deductibles are $250/$500.

Additional insured:1GPA member shall be added as additional insured as required by statue, contract, purchase order or otherwise requested. It is agreed that See Attached...

CERTIFICATE HOLDER

1GPA
1910 W Washington St
Phoenix AZ 85009

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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AGENCY CUSTOMER ID: 6934

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Reseco Insurance Advisors, LLC	Sunland Asphalt & Construction, LLC dba Sunland Asphalt 1625 E. Northern Avenue Phoenix AZ 85020
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

any insurance available to the named insured shall be primary of other sources that may be available. It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the member without thirty (30) days written notice to the member. This certificate is not valid unless countersigned by an authorized representative of the insurance company.

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ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

Policy No. CA 977-59-27 issued to SUNLAND ASPHALT & CONSTRUCTION INC
SUNLAND ASPHALT & CONSTRUCTION, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No CA9775927 issued to **Sunland Asphalt & Construction Inc**
Sunland Asphalt & Construction, LLC

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No. **CA 977-59-27** issued to **Sunland Asphalt & Construction Inc**
Sunland Asphalt & Construction, LLC
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

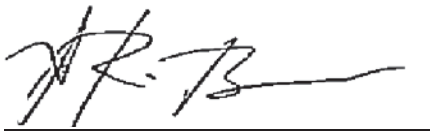
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - **Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No. CA9775927 issued to Sunland Asphalt & Construction Inc
Sunland Asphalt & Construction, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

Policy No. GL 992-56-17 issued to SUNLAND ASPHALT & CONSTRUCTION INC
SUNLAND ASPHALT & CONSTRUCTION, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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.

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POLICY NUMBER: GL9925617

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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.

© Insurance Services Office, Inc., 2012

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.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional 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 the additional insured.

© Insurance Services Office, Inc., 2012

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No. GL 992-56-17 issued to SUNLAND ASPHALT & CONSTRUCTION INC
SUNLAND ASPHALT & CONSTRUCTION, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

[X] Per Project General Aggregate Limit	**$**	2,000,000
[ ] Per Location General Aggregate Limit	**$**	
[ ] Per Project and Per Location General Aggregate Limit	**$**	

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. **SECTION III - LIMITS OF INSURANCE** , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

a. Insureds;
b. Claims made or "suits" brought; or
c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;
b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and
b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Project Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

a. Damages under Coverage **A**;
b. Damages under Coverage **B**; and
c. Medical Expenses under Coverage **C**

arising out of any single Project described above.

9. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Location Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

a. Damages under Coverage **A**;
b. Damages under Coverage **B**; and
c. Medical expenses under Coverage **C**

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part 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, 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.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	$ 10,000,000
Each Occurrence Limit	$ 1,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal & Advertising Injury Limit	$ 1,000,000
Damage to Premises Rented to You	$ 500,000
Medical Expense Limit	$ 25,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	$ 2,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

Authorized Representative or Countersignature (in States Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

   This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2022 forms a part of Policy No. WC 011-56-9704

Issued to SUNLAND ASPHALT & CONSTRUCTION INC.
SUNLAND ASPHALT & CONSTRUCTION, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO, PRIOR TO THE OCCURRENCE OF LOSS.

Countersigned by _____

Authorized Representative

DRAFT
©2000 National Council on Compensation Insurance, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2022 forms a part of Policy No. WC 011-56-9704

Issued to SUNLAND ASPHALT & CONSTRUCTION INC
SUNLAND ASPHALT & CONSTRUCTION, LLC
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2022 forms a part of Policy No. WC011569704

Issued to Sunland Asphalt & Construction Inc.
Sunland Asphalt & Construction, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittal (mark one):

■ **No confidential/proprietary materials included.**

☐ **Confidential/Proprietary materials included.** Offerors should identify below any portion of their Proposal deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and 1GPA prior to any public disclosure. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information. 1GPA will be the final judge if materials will be accepted as confidential or not. Request to deem the entire Proposal or price as confidential will not be a consideration.

Complete description of the material to be considered confidential, including the page number, paragraph and other identifiable information must be outlined below.

The undersigned hereby acknowledges that any items deemed to be confidential or proprietary are clearly listed on this Form.

Sunland Asphalt & Construction, LLC
Offeror Name

Authorized Signature

4/18/2022
Date

Alex DeClusin Vice President - Phoenix
Printed Name and Title

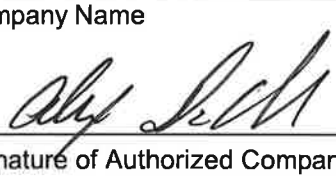
DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Sunland Asphalt & Construction, LLC

Company Name



Signature of Authorized Company Official

Alex DeClusin

Printed Name

4/18/2022

Date

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUISNESS (HUB)

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)	☐ Yes	■ No
Vendor certifies that this firm is a HUB (Required by some participating agencies)	☐ Yes	■ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

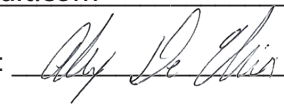
Contractor's Name/Company Name: Sunland Asphalt & Construction, LLC

Address, City, State, and Zip Code: 1625 E Northern Ave, Phoenix AZ 85020

Phone Number: 602.323.2800 Fax Number: 602.288.4870

Printed Name and Title of Authorized Representative: Alex DeClusin, Vice President - Phoenix

Email Address: alexd@sunlandasphalt.com

Signature of Authorized Representative:  Date: 4/18/2022

NON-COLLUSION AFFIDAVIT

State of Arizona County of Maricopa

Alex Declusin
Name

Vice President – Phoenix
Title

Sunland Asphalt & Construction LLC
Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

The Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S § 15-213(O) has occurred.

Signed: Ally Declusin

Title: Vice President – Phoenix

Subscribed and sworn to before me

This 18th day of April, 2022

Sandra Madrid
Signature of Notary Public in and for the

State of Arizona

County of Maricopa

My Commission Expires on June 18, 2023

SANDRA MADRID
Notary Public - Arizona
Maricopa County
My Commission Expires
June 18, 2023
Commission # 565020

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE

Remote online notarization is permitted in Arizona under A.R.S. §41-371 through 41-380 and should contain the statement "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at https://azsos.gov/business/notary/enotary.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Sunland Asphalt & Construction, LLC

2 Business name/disregarded entity name, if different from above

dba Sunland Asphalt

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1625 East Northern Avenue

6 City, state, and ZIP code

Phoenix, AZ 85020

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	6	–	0	4	5	5	9	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Andrew Taylor Date ▶ 1.10.2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ANTITRUST CERTIFICATION STATEMENT

a

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name Sunland Asphalt & Construction, LLC
(Please Type or Print)

Address 1625 E Northern Avenue

Phoenix AZ 85020

Phone 602-323-2800 Fax

Email alexd@sunlandasphalt.com Website www.sunlandasphalt.com

Name of Person Submitting Bid Alex DeClusin

Signature Date 4-18-2022

Position with Company Vice President - Phoenix

May 31, 2022

Sunland Asphalt & Construction LLC
1625 E Northern Ave
Phoenix, AZ 85020
ngorrocino@sunlandasphalt.com

Attn: Nate Gorrocino

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on the proposal submitted to 1GPA for IFB # 22-15P:

Commodity/Contract Title:	***Asphalt Products and Services***
Contractor/Vendor:	***Sunland Asphalt & Construction LLC***
Contract Number:	***22-15P-04***

The contract is effective June 28th, 2022 and will expire on June 28th, 2023. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

This contract will replace your current contract 17-16P-05, Asphalt Products and Services upon its expiration on June 28th, 2022.

Sunland Asphalt & Construction LLC has been awarded a National Contract with 1GPA and may be utilized anywhere in the United States, however, this is a multiple award and the Lead Agency may or may not utilize your firm's products/services.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review the Vendor Welcome Guide that is included in the Award Notification Email.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office via email at cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance

Asphalt Cost Form

IFB 22-15P-04 Asphalt Products and Services

Company Name: Sunland Asphalt & Construction

Instructions: Bidder shall provide pricing for the various services allowed under this IFB. List additional labor and/or services rates for consideration in IFB in the Section C (Gray Worksheet).

Item Categories		Zone/Region #:	3	1	2	4	5	6	7						Zone 3 Base Price										
			112%	127%	112%	122%	127%	122%	127%																
Service Category	Service Description: - See Note #1 Below	Unit	Unit Price - Zone 3	Unit Price - Zone 1	Unit Price - Zone 2	Unit Price - Zone 4	Unit Price - Zone 5	Unit PICE - Zone 6	Unit Price - Zone 7	Column8	Column9	Column10	Column11		Column12	Column13	Column14	Column15	Column16	Column17	Column18	Column19	Column20		
AC Surface Patching	Mobilization	Flat Fee	$ 672.00	$ 853.44	$ 887.04	$ 819.84	$ 853.44	$ 819.84	$ 853.44						$ 600.00										
AC Surface Patching	Per Square Foot Per Inch, Less than 10,000 SQFT	Per SQFT Per Inch	$ 1.68	$ 2.13	$ 2.22	$ 2.05	$ 2.13	$ 2.05	$ 2.13						$ 1.50										
AC Surface Patching	Per Square Foot Per Inch, Greater than 10,000 SQFT	Per SQFT Per Inch	$ 1.40	$ 1.78	$ 1.85	$ 1.71	$ 1.78	$ 1.71	$ 1.78						$ 1.25										
AC Remove and Replace	Mobilization Charge	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
AC Remove and Replace	2 Inch Depth, Under 10,000 SQFT	SQFT	$ 3.36	$ 4.27	$ 4.44	$ 4.10	$ 4.27	$ 4.10	$ 4.27						$ 3.00										
AC Remove and Replace	2 Inch Depth, Over 10,000 SQFT	SQFT	$ 2.80	$ 3.56	$ 3.70	$ 3.42	$ 3.56	$ 3.42	$ 3.56						$ 2.50										
AC Remove and Replace	3 Inch Depth, Under 10,000 SQFT	SQFT	$ 4.20	$ 5.33	$ 5.54	$ 5.12	$ 5.33	$ 5.12	$ 5.33						$ 3.75										
AC Remove and Replace	3 Inch Depth, Over 10,000 SQFT	SQFT	$ 3.64	$ 4.62	$ 4.80	$ 4.44	$ 4.62	$ 4.44	$ 4.62						$ 3.25										
AC Remove and Replace	4 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT	$ 5.32	$ 6.76	$ 7.02	$ 6.49	$ 6.76	$ 6.49	$ 6.76						$ 4.75										
AC Remove and Replace	4 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT	$ 4.76	$ 6.05	$ 6.28	$ 5.81	$ 6.05	$ 5.81	$ 6.05						$ 4.25										
AC Remove and Replace	5 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT	$ 6.16	$ 7.82	$ 8.13	$ 7.52	$ 7.82	$ 7.52	$ 7.82						$ 5.50										
AC Remove and Replace	5 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT	$ 5.60	$ 7.11	$ 7.39	$ 6.83	$ 7.11	$ 6.83	$ 7.11						$ 5.00										
AC Remove and Replace	6 Inch Depth - 2 Lifts, Under 10,000 SQFT	SQFT	$ 6.72	$ 8.53	$ 8.87	$ 8.20	$ 8.53	$ 8.20	$ 8.53						$ 6.00										
AC Remove and Replace	6 Inch Depth - 2 Lifts, Over 10,000 SQFT	SQFT	$ 6.16	$ 7.82	$ 8.13	$ 7.52	$ 7.82	$ 7.52	$ 7.82						$ 5.50										
Asphalt Speed Bumps	Mobilization Charge	Flat Fee	$ 672.00	$ 853.44	$ 887.04	$ 819.84	$ 853.44	$ 819.84	$ 853.44						$ 600.00										
Asphalt Speed Bumps	Speed Humps (18" Wide x 24 Linear Feet) at 3" Height	Each	$ 280.00	$ 355.60	$ 369.60	$ 341.60	$ 355.60	$ 341.60	$ 355.60						$ 250.00										
Asphalt Speed Humps and Tables	Mobilization Charge	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Asphalt Speed Humps and Tables	Speed Humps (3' Wide x Street Width) at 3" Height	SQFT	$ 6.72	$ 8.53	$ 8.87	$ 8.20	$ 8.53	$ 8.20	$ 8.53						$ 6.00										
Asphalt Speed Humps and Tables	Speed Humps (12' Wide x Street Width) at 3" Height	SQFT	$ 6.44	$ 8.18	$ 8.50	$ 7.86	$ 8.18	$ 7.86	$ 8.18						$ 5.75										
Asphalt Speed Humps and Tables	Speed Humps (14' Wide x Street Width) at 3" Height	SQFT	$ 6.16	$ 7.82	$ 8.13	$ 7.52	$ 7.82	$ 7.52	$ 7.82						$ 5.50										
Asphalt Speed Humps and Tables	Speed Tables (22' Wide x Street width) at 3" Height	SQFT	$ 5.60	$ 7.11	$ 7.39	$ 6.83	$ 7.11	$ 6.83	$ 7.11						$ 5.00										
Asphaltic Concrete Paving and Overlay	Mobilization Charge	Flat Fee	$ 2,800.00	$ 3,556.00	$ 3,696.00	$ 3,416.00	$ 3,556.00	$ 3,416.00	$ 3,556.00						$ 2,500.00										
Asphaltic Concrete Paving and Overlay	1" Depth	SQFT	$ 1.12	$ 1.42	$ 1.48	$ 1.37	$ 1.42	$ 1.37	$ 1.42						$ 1.00										
Asphaltic Concrete Paving and Overlay	1-1/2" Depth	SQFT	$ 1.51	$ 1.92	$ 2.00	$ 1.84	$ 1.92	$ 1.84	$ 1.92						$ 1.35										
Asphaltic Concrete Paving and Overlay	2" Depth	SQFT	$ 1.90	$ 2.42	$ 2.51	$ 2.32	$ 2.42	$ 2.32	$ 2.42						$ 1.70										
Asphaltic Concrete Paving and Overlay	3" Depth	SQFT	$ 2.69	$ 3.41	$ 3.55	$ 3.28	$ 3.41	$ 3.28	$ 3.41						$ 2.40										
Asphaltic Concrete Paving and Overlay	4" Depth - 2 Lifts	SQFT	$ 3.47	$ 4.41	$ 4.58	$ 4.24	$ 4.41	$ 4.24	$ 4.41						$ 3.10										
Asphalt Concrete Fabric Overlay	Mobilization	Flat Fee	$ 1,120.00	$ 1,422.40	$ 1,478.40	$ 1,366.40	$ 1,422.40	$ 1,366.40	$ 1,422.40						$ 1,000.00										
Asphalt Concrete Fabric Overlay	Fabric Overlay	SQFT	$ 0.56	$ 0.71	$ 0.74	$ 0.68	$ 0.71	$ 0.68	$ 0.71						$ 0.50										
Asphalt Milling	Mobilization	Flat Fee	$ 1,680.00	$ 2,133.60	$ 2,217.60	$ 2,049.60	$ 2,133.60	$ 2,049.60	$ 2,133.60						$ 1,500.00										
Asphalt Milling	Asphalt Milling Per Inch Deep	SQYD	$ 0.71	$ 0.92	$ 0.96	$ 0.89	$ 0.92	$ 0.89	$ 0.92						$ 0.65										
Ultra Thin Bonded Wearing Course	Mobilization	Flat Fee	$ 5,600.00	$ 7,112.00	$ 7,392.00	$ 6,832.00	$ 7,112.00	$ 6,832.00	$ 7,112.00						$ 5,000.00										
Ultra Thin Bonded Wearing Course	Residential Streets: 1.25" to 1.5" in Thickness	SQYD	$ 10.08	$ 12.80	$ 13.31	$ 12.30	$ 12.80	$ 12.30	$ 12.80						$ 9.00										
Ultra Thin Bonded Wearing Course	Arterial/Collector Streets: 1.0" to 1.25" in Thickness	SQYD	$ 12.32	$ 15.65	$ 16.26	$ 15.03	$ 15.65	$ 15.03	$ 15.65						$ 11.00										
Ultra Thin Bonded Wearing Course	Edge Milling at Depth of Wearing Course	SQYD	$ 2.80	$ 3.56	$ 3.70	$ 3.42	$ 3.56	$ 3.42	$ 3.56						$ 2.50										
Asphalt Sawcutting	Mobilization	Flat Fee	$ 336.00	$ 426.72	$ 443.52	$ 409.92	$ 426.72	$ 409.92	$ 426.72						$ 300.00										
Asphalt Sawcutting	Per Inch of Thickness	LF	$ 0.62	$ 0.78	$ 0.81	$ 0.75	$ 0.78	$ 0.75	$ 0.78						$ 0.55										
Concrete Sawcutting	Mobilization	Flat Fee	$ 336.00	$ 426.72	$ 443.52	$ 409.92	$ 426.72	$ 409.92	$ 426.72						$ 300.00										
Concrete Sawcutting	Per Inch of Thickness	LF	$ 0.84	$ 1.07	$ 1.11	$ 1.02	$ 1.07	$ 1.02	$ 1.07						$ 0.75										
Parking Lot Sweeping	Mobilization	Flat Fee	$ 336.00	$ 426.72	$ 443.52	$ 409.92	$ 426.72	$ 409.92	$ 426.72						$ 300.00										
Parking Lot Sweeping	Parking Lot Sweeping	SQFT	$ 0.02	$ 0.03	$ 0.03	$ 0.03	$ 0.03	$ 0.03	$ 0.03						$ 0.02										
Hot Rubber Crack Seal	Mobilization	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Hot Rubber Crack Seal	Hot Rubber Crack Seal 1	LB	$ 2.52	$ 3.20	$ 3.33	$ 3.07	$ 3.20	$ 3.07	$ 3.20						$ 2.25										
Hot Rubber Crack Seal	Hot Rubber Crack Seal 2	LB	$ 2.52	$ 3.20	$ 3.33	$ 3.07	$ 3.20	$ 3.07	$ 3.20						$ 2.25										
Wide Crack Seal	Mobilization	Flat Fee	$ 1,680.00	$ 2,133.60	$ 2,217.60	$ 2,049.60	$ 2,133.60	$ 2,049.60	$ 2,133.60						$ 1,500.00										
Wide Crack Seal	Wide Crack Seal	LB	$ 4.48	$ 5.69	$ 5.91	$ 5.47	$ 5.69	$ 5.47	$ 5.69						$ 4.00										
Wide Crack Seal	First Coat	LB	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ -										
Asphalt Emulsion Sealer Spray Applied SealMaster MasterSeal or Equivalent	Mobilization	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Asphalt Emulsion Sealer Spray Applied SealMaster MasterSeal or Equivalent	First Coat	SQFT	$ 0.06	$ 0.07	$ 0.07	$ 0.07	$ 0.07	$ 0.07	$ 0.07						$ 0.05										
Asphalt Emulsion Sealer Spray Applied SealMaster MasterSeal or Equivalent	Second Coat 1	SQFT	$ 0.03	$ 0.04	$ 0.04	$ 0.04	$ 0.04	$ 0.04	$ 0.04						$ 0.03										
Asphalt Emulsion Sealer Spray Applied SealMaster MasterSeal or Equivalent	Second Coat 2		$ -	$ -	$ -	$ -	$ -	$ -	$ -																
Asphalt Emulsion Sealer Squeegee Applied	Mobilization 1	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Asphalt Emulsion Sealer Squeegee Applied	First Coat	SQFT	$ 0.08	$ 0.10	$ 0.10	$ 0.10	$ 0.10	$ 0.10	$ 0.10						$ 0.07										
Asphalt Emulsion Sealer Squeegee Applied	Second Coat	SQFT	$ 0.04	$ 0.06	$ 0.06	$ 0.05	$ 0.06	$ 0.05	$ 0.06						$ 0.04										
Asphalt Emulsion Sealer Squeegee Applied	Mobilization 2		$ -	$ -	$ -	$ -	$ -	$ -	$ -																
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster PMM or Equivalent	Mobilization	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster PMM or Equivalent	First Coat	SQFT	$ 0.10	$ 0.13	$ 0.13	$ 0.12	$ 0.13	$ 0.12	$ 0.13						$ 0.09										
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster PMM or Equivalent	Second Coat	SQFT	$ 0.04	$ 0.06	$ 0.06	$ 0.05	$ 0.06	$ 0.05	$ 0.06						$ 0.04										
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster PMM or Equivalent	First Coat - Squeegee		$ -	$ -	$ -	$ -	$ -	$ -	$ -																
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster Liquid Road or Equivalent 1	Mobilization	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster Liquid Road or Equivalent 1	First Coat - Squeegee	SQFT	$ 0.09	$ 0.11	$ 0.12	$ 0.11	$ 0.11	$ 0.11	$ 0.11						$ 0.08										
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster Liquid Road or Equivalent 1	Second Coat - Spray	SQFT	$ 0.04	$ 0.06	$ 0.06	$ 0.05	$ 0.06	$ 0.05	$ 0.06						$ 0.04										
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster Liquid Road or Equivalent 2	Mobilization	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster Liquid Road or Equivalent 2	First Coat - Squeegee	SQFT	$ 0.28	$ 0.36	$ 0.37	$ 0.34	$ 0.36	$ 0.34	$ 0.36						$ 0.25										
Asphalt Emulsion Sealer Squeegee and Spray Applied SealMaster Liquid Road or Equivalent 2	Second Coat - Spray	SQFT	$ 0.11	$ 0.14	$ 0.15	$ 0.14	$ 0.14	$ 0.14	$ 0.14						$ 0.10										
Scrub Seal	Mobilization	Flat Fee	$ 2,800.00	$ 3,556.00	$ 3,696.00	$ 3,416.00	$ 3,556.00	$ 3,416.00	$ 3,556.00						$ 2,500.00										
Scrub Seal	Scrub Seal	SQYD	$ 0.67	$ 0.85	$ 0.89	$ 0.82	$ 0.85	$ 0.82	$ 0.85						$ 0.60										
Tire Rubber Modified Surface Sealer TRMSS	Mobilization	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Tire Rubber Modified Surface Sealer TRMSS	TRMSS	SQFT	$ 0.11	$ 0.14	$ 0.15	$ 0.14	$ 0.14	$ 0.14	$ 0.14						$ 0.10										
Conventional Type II Slurry Seal	Mobilization	Flat Fee	$ 2,800.00	$ 3,556.00	$ 3,696.00	$ 3,416.00	$ 3,556.00	$ 3,416.00	$ 3,556.00						$ 2,500.00										
Conventional Type II Slurry Seal	Conventional Type II Slurry Seal	SQYD	$ 4.20	$ 5.33	$ 5.54	$ 5.12	$ 5.33	$ 5.12	$ 5.33						$ 3.75										
Latex Polymer Modified II Slurry Seal	Mobilization	Flat Fee	$ 2,800.00	$ 3,556.00	$ 3,696.00	$ 3,416.00	$ 3,556.00	$ 3,416.00	$ 3,556.00						$ 2,500.00										
Latex Polymer Modified II Slurry Seal	Latex/Polymer Modified II Slurry Seal	SQYD	$ 4.20	$ 5.33	$ 5.54	$ 5.12	$ 5.33	$ 5.12	$ 5.33						$ 3.75										
Microseal Tvpe II Slurry Seal	Mobilization	Flat Fee	$ 5,040.00	$ 6,400.80	$ 6,652.80	$ 6,148.80	$ 6,400.80	$ 6,148.80	$ 6,400.80						$ 4,500.00										
Microseal Tvpe II Slurry Seal	Microseal Type II Slurry Seal	SQYD	$ 5.04	$ 6.40	$ 6.65	$ 6.15	$ 6.40	$ 6.15	$ 6.40						$ 4.50										
Single Chip Seal	Mobilization	Flat Fee	$ 5,040.00	$ 6,400.80	$ 6,652.80	$ 6,148.80	$ 6,400.80	$ 6,148.80	$ 6,400.80						$ 4,500.00										
Single Chip Seal	Single Chip Seal	SQYD	$ 4.20	$ 5.33	$ 5.54	$ 5.12	$ 5.33	$ 5.12	$ 5.33						$ 3.75										
Double Chip Seal	Mobilization	Flat Fee	$ 5,040.00	$ 6,400.80	$ 6,652.80	$ 6,148.80	$ 6,400.80	$ 6,148.80	$ 6,400.80						$ 4,500.00										
Double Chip Seal	Double Chip Seal	SQYD	$ 7.28	$ 9.25	$ 9.61	$ 8.88	$ 9.25	$ 8.88	$ 9.25						$ 6.50										
Polymer Modified Asphalt Chip Seal	Mobilization	Flat Fee	$ 5,040.00	$ 6,400.80	$ 6,652.80	$ 6,148.80	$ 6,400.80	$ 6,148.80	$ 6,400.80						$ 4,500.00										
Polymer Modified Asphalt Chip Seal	Polymer Modified Asphalt Chip Seal	SQYD	$ 5.32	$ 6.76	$ 7.02	$ 6.49	$ 6.76	$ 6.49	$ 6.76						$ 4.75										
Terminal Blend Rubber Chip Seal	Mobilization	Flat Fee	$ 5,040.00	$ 6,400.80	$ 6,652.80	$ 6,148.80	$ 6,400.80	$ 6,148.80	$ 6,400.80						$ 4,500.00										
Terminal Blend Rubber Chip Seal	Terminal Blend Rubber Chip Seal	SQYD	$ 5.32	$ 6.76	$ 7.02	$ 6.49	$ 6.76	$ 6.49	$ 6.76						$ 4.75										
Acrylic Modified Asphalt Emulsion Seal	Mobilization	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Acrylic Modified Asphalt Emulsion Seal	Acrylic Modified Asphalt Emulsion Seal	SQFT	$ 0.11	$ 0.14	$ 0.15	$ 0.14	$ 0.14	$ 0.14	$ 0.14						$ 0.10										
Fog Seal or Tack Seal	Mobilization	Flat Fee	$ 896.00	$ 1,137.92	$ 1,182.72	$ 1,093.12	$ 1,137.92	$ 1,093.12	$ 1,137.92						$ 800.00										
Fog Seal or Tack Seal	Fog Seal or Tack Seal	SQFT	$ 0.09	$ 0.11	$ 0.12	$ 0.11	$ 0.11	$ 0.11	$ 0.11						$ 0.08										
Excavation Demo and Haul Asphalt Dirt Etc	Mobilization	Flat Fee	$ 2,800.00	$ 3,556.00	$ 3,696.00	$ 3,416.00	$ 3,556.00	$ 3,416.00	$ 3,556.00						$ 2,500.00										
Excavation Demo and Haul Asphalt Dirt Etc	Non-Concrete	Cubic Yard	$ 56.00	$ 71.12	$ 73.92	$ 68.32	$ 71.12	$ 68.32	$ 71.12						$ 50.00										
Excavation Demo and Haul Asphalt Dirt Etc	Concrete	Cubic Yard	$ 67.20	$ 85.34	$ 88.70	$ 81.98	$ 85.34	$ 81.98	$ 85.34						$ 60.00										
Excavation Demo and Haul Asphalt Dirt Etc	Concrete with Rebar	Cubic Yard	$ 84.00	$ 106.68	$ 110.88	$ 102.48	$ 106.68	$ 102.48	$ 106.68						$ 75.00										
Dump Fees	Non-Concrete	Cubic Yard	$ 22.40	$ 28.45	$ 29.57	$ 27.33	$ 28.45	$ 27.33	$ 28.45						$ 20.00										
Dump Fees	Concrete	Cubic Yard	$ 33.60	$ 42.67	$ 44.35	$ 40.99	$ 42.67	$ 40.99	$ 42.67						$ 30.00										
Dump Fees	Organic	Cubic Yard	$ 56.00	$ 71.12	$ 73.92	$ 68.32	$ 71.12	$ 68.32	$ 71.12						$ 50.00										
Place and Compact Fill or ABC or GSA Materials	Mobilization	Flat Fee	$ 2,800.00	$ 3,556.00	$ 3,696.00	$ 3,416.00	$ 3,556.00	$ 3,416.00	$ 3,556.00						$ 2,500.00										
Place and Compact Fill or ABC or GSA Materials	Per Inch of Thickness	SQFT	$ 0.45	$ 0.57	$ 0.59	$ 0.55	$ 0.57	$ 0.55	$ 0.57						$ 0.40										
Grade Area	Mobilization	Flat Fee	$ 2,800.00	$ 3,556.00	$ 3,696.00	$ 3,416.00	$ 3,556.00	$ 3,416.00	$ 3,556.00						$ 2,500.00										
Grade Area	Grade Area	SQYD	$ 3.08	$ 3.91	$ 4.07	$ 3.76	$ 3.91	$ 3.76	$ 3.91						$ 2.75										
Soil Stabilization Cement	Mobilization	Flat Fee	$ 11,200.00	$ 14,224.00	$ 14,784.00	$ 13,664.00	$ 14,224.00	$ 13,664.00	$ 14,224.00						$ 10,000.00										
Soil Stabilization Cement	Blend/Compact at 4% Volume at 6"	SQYD	$ 6.72	$ 8.53	$ 8.87	$ 8.20	$ 8.53	$ 8.20	$ 8.53						$ 6.00										
Soil Stabilization Cement	Blend/Compact at 4% Volume at 8"	SQYD	$ 7.84	$ 9.96	$ 10.35	$ 9.56	$ 9.96	$ 9.56	$ 9.96						$ 7.00										
Soil Stabilization Cement	Blend/Compact at 4% Volume by 12"	SQYD	$ 9.52	$ 12.09	$ 12.57	$ 11.61	$ 12.09	$ 11.61	$ 12.09						$ 8.50										
Soil Stabilization Cement	Blend/Compact at 6% Volume at 6"	SQYD	$ 7.84	$ 9.96	$ 10.35	$ 9.56	$ 9.96	$ 9.56	$ 9.96						$ 7.00										
Soil Stabilization Cement	Blend/Compact at 6% Volume at 8"	SQYD	$ 9.52	$ 12.09	$ 12.57	$ 11.61	$ 12.09	$ 11.61	$ 12.09						$ 8.50										
Soil Stabilization Cement	Blend/Compact at 6% Volume at 12"	SQYD	$ 11.76	$ 14.94	$ 15.52	$ 14.35	$ 14.94	$ 14.35	$ 14.94						$ 10.50										
Soil Stabilization Cement	Blend/Compact at 9% Volume at 6"	SQYD	$ 9.52	$ 12.09	$ 12.57	$ 11.61	$ 12.09	$ 11.61	$ 12.09						$ 8.50										
Soil Stabilization Cement	Blend/Compact at 9% Volume at 8"	SQYD	$ 11.20	$ 14.22	$ 14.78	$ 13.66	$ 14.22	$ 13.66	$ 14.22						$ 10.00										
Soil Stabilization Cement	Blend/Compact at 9% Volume at 12"	SQYD	$ 14.56	$ 18.49	$ 19.22	$ 17.76	$ 18.49	$ 17.76	$ 18.49						$ 13.00										
Soil Stabilization Hydrated Lime	Mobilization	Flat Fee	$ 11,200.00	$ 14,224.00	$ 14,784.00	$ 13,664.00	$ 14,224.00	$ 13,664.00	$ 14,224.00						$ 10,000.00										
Soil Stabilization Hydrated Lime	Blend/Compact at 2% Volume at 6"	SQYD	$ 6.72	$ 8.53	$ 8.87	$ 8.20	$ 8.53	$ 8.20	$ 8.53						$ 6.00										
Soil Stabilization Hydrated Lime	Blend/Compact at 2% Volume at 8"	SQYD	$ 7.84	$ 9.96	$ 10.35	$ 9.56	$ 9.96	$ 9.56	$ 9.96						$ 7.00										
Soil Stabilization Hydrated Lime	Blend/Compact at 2% Volume by 12"	SQYD	$ 9.52	$ 12.09	$ 12.57	$ 11.61	$ 12.09	$ 11.61	$ 12.09						$ 8.50										
Soil Stabilization Hydrated Lime	Blend/Compact at 4% Volume at 6"	SQYD	$ 7.84	$ 9.96	$ 10.35	$ 9.56	$ 9.96	$ 9.56	$ 9.96						$ 7.00										
Soil Stabilization Hydrated Lime	Blend/Compact at 4% Volume at 8"	SQYD	$ 9.52	$ 12.09	$ 12.57	$ 11.61	$ 12.09	$ 11.61	$ 12.09						$ 8.50										
Soil Stabilization Hydrated Lime	Blend/Compact at 4% Volume at 12"	SQYD	$ 11.76	$ 14.94	$ 15.52	$ 14.35	$ 14.94	$ 14.35	$ 14.94						$ 10.50										
Soil Stabilization Hydrated Lime	Blend/Compact at 6% Volume at 6"	SQYD	$ 9.52	$ 12.09	$ 12.57	$ 11.61	$ 12.09	$ 11.61	$ 12.09						$ 8.50										
Soil Stabilization Hydrated Lime	Blend/Compact at 6% Volume at 8"	SQYD	$ 11.20	$ 14.22	$ 14.78	$ 13.66	$ 14.22	$ 13.66	$ 14.22						$ 10.00										
Soil Stabilization Hydrated Lime	Blend/Compact at 6% Volume at 12"	SQYD	$ 14.56	$ 18.49	$ 19.22	$ 17.76	$ 18.49	$ 17.76	$ 18.49						$ 13.00										

| | | |

Other																															
Structural Concrete Drainage	Mobilization	LS	$	5,194.77	$	6,597.36	$	6,857.10	$	6,337.62	$	6,597.36	$	6,337.62	$	6,597.36									$	4,638.19							
Structural Concrete Drainage	Drainage Structure Repair	CF	$	789.53	$	1,002.71	$	1,042.18	$	963.23	$	1,002.71	$	963.23	$	1,002.71									$	704.94							
Structural Concrete Drainage	Drainage Structure Repair Include Grate	CF	$	1,147.80	$	1,457.70	$	1,515.09	$	1,400.31	$	1,457.70	$	1,400.31	$	1,457.70									$	1,024.82							
Structural Concrete Demo	Mobilization	LS	$	7,701.29	$	9,780.64	$	10,165.70	$	9,395.57	$	9,780.64	$	9,395.57	$	9,780.64									$	6,876.15							
Structural Concrete Demo	Structural Concrete Demo	CY	$	936.80	$	1,189.74	$	1,236.58	$	1,142.90	$	1,189.74	$	1,142.90	$	1,189.74									$	836.43							
Structural Concrete Repair (Hand Patch)	Mobilization	LS	$	6,976.75	$	8,860.47	$	9,209.31	$	8,511.63	$	8,860.47	$	8,511.63	$	8,860.47									$	6,229.24							
Structural Concrete Repair (Hand Patch)	Structure Repair Mortar Hand Patch	SF	$	932.83	$	1,184.69	$	1,231.33	$	1,138.05	$	1,184.69	$	1,138.05	$	1,184.69									$	832.88							
Structural Carbon Fiber	Mobilization; Carbon Fiber	LS	$	6,976.75	$	8,860.47	$	9,209.31	$	8,511.63	$	8,860.47	$	8,511.63	$	8,860.47									$	6,229.24							
Structural Carbon Fiber	Carbon Fiber Wrap	SF	$	391.70	$	497.46	$	517.04	$	477.87	$	497.46	$	477.87	$	497.46									$	349.73							
Structural Confined Space	Mobilization; Confined Space	LS	$	5,506.84	$	6,993.68	$	7,269.03	$	6,718.34	$	6,993.68	$	6,718.34	$	6,993.68									$	4,916.82							
Structural Standby Rescue Team	Standby Rescue Team (3 Man)	DY	$	3,193.20	$	4,055.36	$	4,215.02	$	3,895.70	$	4,055.36	$	3,895.70	$	4,055.36									$	2,851.07							
Structural Injection	Mobilization; Structural Injection	LS	$	7,086.44	$	8,998.51	$	9,352.78	$	8,644.24	$	8,998.51	$	8,644.24	$	8,998.51									$	6,326.29							
Structural Injection	Structural Injection	GAL	$	4,573.26	$	5,808.04	$	6,036.71	$	5,579.38	$	5,808.04	$	5,579.38	$	5,808.04									$	4,083.27							
Structural Excavation/Backfill	Mobilization; Structural Excavation/Backfill	LS	$	9,845.68	$	12,504.02	$	12,996.30	$	12,011.74	$	12,504.02	$	12,011.74	$	12,504.02									$	8,790.79							
Structural Excavation/Backfill	Hand Structural Excavation/Backfill	CF	$	141.57	$	179.79	$	186.87	$	172.71	$	179.79	$	172.71	$	179.79									$	126.40							
Structural Excavation/Backfill	Machine Structural Excavation/Backfill	CY	$	736.32	$	935.13	$	971.94	$	898.31	$	935.13	$	898.31	$	935.13									$	657.43							
Structural Waterproofing	Mobilization; Waterproofing	LS	$	4,984.66	$	6,330.52	$	6,579.75	$	6,081.29	$	6,330.52	$	6,081.29	$	6,330.52									$	4,450.59							
Structural Waterproofing	Above Grade Waterproofing	SF	$	146.32	$	185.82	$	193.14	$	178.51	$	185.82	$	178.51	$	185.82									$	130.64							
Structural Waterproofing	Below Grade Waterproofing	SF	$	173.82	$	220.76	$	229.45	$	212.07	$	220.76	$	212.07	$	220.76									$	155.20							
Structural Shoring/Jacking	Mobilization; Shoring/Jacking	LS	$	9,890.31	$	12,560.69	$	13,055.20	$	12,066.17	$	12,560.69	$	12,066.17	$	12,560.69									$	8,830.63							
Structural Shoring/Jacking	Shoring/Jacking Per Tower Per Week	UWK	$	1,448.28	$	1,839.32	$	1,911.73	$	1,766.91	$	1,839.32	$	1,766.91	$	1,839.32									$	1,293.11							
Structural Scarify/Plane/Grind/Blast	Mobilization; Scarify/Plane/Grind/Blast	LS	$	5,410.41	$	6,871.22	$	7,141.74	$	6,600.70	$	6,871.22	$	6,600.70	$	6,871.22									$	4,830.72							
Structural Scarify/Plane/Grind/Blast	Concrete Scarify/Plane/Grind/Blast	SF	$	66.70	$	84.70	$	88.04	$	81.37	$	84.70	$	81.37	$	84.70									$	59.55							
Structural Scarify/Plane/Grind/Blast	Shot/Sand Blast	SF	$	7.22	$	9.17	$	9.54	$	8.81	$	9.17	$	8.81	$	9.17									$	6.45							
Structural Epoxy Slope Correction	Mobilization; Epoxy Slope Correction	LS	$	6,544.18	$	8,311.11	$	8,638.32	$	7,983.90	$	8,311.11	$	7,983.90	$	8,311.11									$	5,843.02							
Structural Epoxy Slope Correction	Epoxy Concrete Slope Correction	CF	$	477.64	$	606.60	$	630.48	$	582.71	$	606.60	$	582.71	$	606.60									$	426.46							
Structural Traffic Coating	Mobilization; Traffic Coating	LS	$	5,247.37	$	6,664.16	$	6,926.53	$	6,401.79	$	6,664.16	$	6,401.79	$	6,664.16									$	4,685.15							
Structural Traffic Coating	Traffic/Pedestrian Coating System; Concrete Structure	SF	$	8.11	$	10.30	$	10.70	$	9.89	$	10.30	$	9.89	$	10.30									$	7.24							

Note #1: Mobilization charges quoted above are based on the assigned Production Center that will be responsible to complete the project. Additional Mobilization charges may be required since not all Production Centers have the same equipment available in-house. Equipment from another Production Center may have to to moved to the project site to facilitate the completion of the project. Additional Freight or haul charges will be based on the price as stated in Tab C of this document. Surland has Production Centers in Albuquerque, NM; Denver, CO; Henderson, NV; Phoenix, AZ and Tucson, AZ. In addition, we have Construction Partners in some 23 states that can provide excellent products and services to us as needed.

Contract Extension/Amendment

4/15/2025

Sunland Asphalt & Construction LLC
1625 E Northern Ave
Phoenix, Arizona, 85020
Attn: Alex DeClusin

Re: Extension Agreement for Asphalt Products and Services, Contract # 22-15P-04-E3

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 06/28/2026. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

- [X] Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- [X] Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

- ☐ No contract pricing updates. Current price on file is accurate.
- [X] Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.
- ☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- ☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

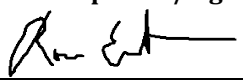
Pricing remains the same as 2024 in all current line items. Sunland is including new line items for Structural Concrete to enhance it's offering to the 1 GPA Membership.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature: 	
Printed Name: Ron Erickson	
Title: Division Manager, Phoenix	Date: 5/23/25

Approvals/Authorized Signatures:
1GPA and Mary C. O'Brien Accommodation School District/Pinal County ESA have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr

Christy Knorr, President
1GPA

6/3/2025

Jill Broussard

Jill Broussard, Pinal County Superintendent
Mary C. O'Brien Accommodation School District/Pinal County ESA

6/3/2025

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.D.
Date: 3/23/2026

Date submitted: 03/03/2026 **Date requested:** 3/23/2026	**Action:** Formal	**Subject: Authorization to enter into an Intergovernmental Agreement (IGA) between the City of Eloy and Pinal County for Commercial Driver License (CDL) Testing Services.**

TO: Mayor and City Council

FROM: Refugio Cookie Gallegos, Public Works Deputy Director

RECOMMENDATION:
Staff recommends that the City Council approve the Intergovernmental Agreement between the City of Eloy and Pinal County to provide Commercial Driver License (CDL) Testing Services for eligible City employees.

DISCUSSION:
The City of Eloy employs personnel within the Public Works Department and other operational divisions who are required to maintain a valid Commercial Driver License (CDL) in order to operate heavy equipment and commercial motor vehicles.

Pursuant to Arizona Revised Statutes §§ 9-240 and 11-251, both the City and Pinal County are authorized to provide CDL testing services to their respective employees. Additionally, A.R.S. § 11-951 et seq. authorizes public agencies to enter into intergovernmental agreements for joint or cooperative action.

Under the proposed Intergovernmental Agreement, Pinal County will make its Third-Party CDL Testing Services available to City of Eloy employees. This agreement promotes efficiency in the use of public funds and strengthens intergovernmental cooperation.

The services provided under the agreement include administration of the Commercial Driver License Road/Skills Test for a fee of $500 per applicant. The testing includes: pre-trip inspection, basic vehicle controls test, and on-road driving test.

The $500 fee includes up to three attempts to pass the Road/Skills Test. Applicants who fail any portion of the test must retake the entire exam and must wait a minimum of two (2) business days before retesting. Testing is conducted by appointment only and is subject to availability.

Pinal County will not provide testing vehicles. City employees will test using City-owned vehicles that meet all applicable safety and regulatory requirements. Employees must

comply with all Arizona Department of Transportation (ADOT) requirements, including possession of a valid Commercial Learner's Permit for the required period and submission of a current DOT Medical Certificate.

This agreement will allow the City to maintain compliance with state and federal licensing requirements for commercial vehicle operators while providing a structured and reliable testing option within Pinal County.

The agreement will commence upon execution by both parties and will automatically renew annually unless terminated by either party with thirty (30) days' written notice. The agreement also includes standard provisions related to indemnification, workers' compensation, termination, non-assignment, compliance with Arizona law, and statutory certifications.

FISCAL IMPACT:
The cost for CDL Testing under this agreement is $500 per applicant, which includes up to three testing attempts.

Funding for CDL testing is included within the Public Works Department's operating budget under employee training expenses. Costs will be incurred on an as-needed basis depending on staffing needs, new hires, or recertification requirements.

The agreement does not obligate the City to a minimum number of tests or fixed annual expenditure. Expenses will be controlled through departmental authorization and budget oversight.

Approved as to Form:

Stephen R. Cooper, City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY
AND
CITY OF ELOY
FOR
COMMERCIAL DRIVER LICENSE TESTING SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") dated the _____day of _____, 20__, is made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("**County**") and CITY OF ELOY , an Arizona municipal corporation ("**City"**).

RECITALS

A. County and City are authorized pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-251 and 9-240, respectively, to provide Commercial Driver License ("**CDL**") Testing Services to their respective employees;

B. County and City are authorized pursuant to A.R.S. § 11-951, *et seq*. to enter into intergovernmental agreements for the purposes of taking joint or cooperative action;

C. County currently provides CDL Testing Services ("**Services**") to its employees desiring to obtain a CDL;

D. The parties desire that County make the Services available to City employees desiring to obtain a CDL pursuant to the terms and conditions set forth in this Agreement; and

E. This Agreement will promote efficiency in the use of public funds and will encourage future cooperation between the parties.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement the parties agree as follows:

1. SERVICES. County will make available to City employees the Services as described in the attached **Exhibit A**.

2. TERM. This Agreement shall commence upon execution by both parties hereto, and shall automatically renew for successive one (1) year periods unless terminated sooner as provided in Paragraph 9 below. County shall have the right to adjust the price(s) of the Services at the time of any annual renewal.

3. INDEMNIFICATION BY CITY. To the extent provided by law, City shall indemnify, defend and hold harmless County, its officials, employees and agents from all suits, actions, claims, demands, losses, costs or damages of every kind and description, including any

attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by County on account of injuries, death or damages received or sustained by any person, persons, or property on account of any negligent or willful act, omission, neglect or misconduct of [City] [Town], its employees, agent or anyone acting on City's behalf or under its direction, arising under this Agreement. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that all services provided under this Agreement are being performed by County as an independent contractor and not as an employee or agent of City. This Agreement is not intended to constitute, create, give rise to or otherwise recognize any agency, partnership or joint venture agreement or relationship of any kind or create an employer/employee relationship between County and City and their respective employees, subcontractors, subcontractors' employees or any other persons.

5. NO THIRD PARTY BENEFICIARY. This Agreement shall not create any third party beneficiary right to any person or entity who is not a party to this Agreement.

6. WORKERS COMPENSATION. Each party hereto shall be responsible for its own employees' workers' compensation claim, if any arises under the performance of this Agreement.

7. ASSIGNMENT. This Agreement is non-assignable in whole or in part by either party hereto.

8. NOTICE. All notices and other communications connected with this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in a U.S. mail box, in a postage, prepaid envelope addressed to the other party to the address provided herein:

Pinal County
ATTN: _____
_____
Florence, AZ 85132

City of Eloy
ATTN: _____
_____
_____
Eloy, Arizona 85131

9. TERMINATION. This Agreement may be terminated at any time and for any reason by either party giving the other party at least thirty (30) days prior written notice of such termination.

10. APPLICABLE LAW. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Pinal County, Arizona.

11. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

12. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

13. SEVERABILITY. The provisions of this Agreement shall be deemed severable and should any provision of this Agreement be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement, notwithstanding any other provision of this Agreement to the contrary.

14. CANCELLATION. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

15. ISRAEL BOYCOTT PROVISION. Each party to this Agreement certifies to the other that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the parties hereto.

CITY OF ELOY, an
Arizona municipal corporation

By:_____
Mayor

Date: _____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED CITY OF ELOY UNDER THE LAWS OF THE STATE OF ARIZONA:

_____
City Attorney

PINAL COUNTY, a political subdivision
of the State of Arizona

By: _____
Chairman

Date: _____

ATTEST:

By:_____
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED PINAL COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA:

_____
Deputy County Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY
AND
CITY OF ELOY
FOR
COMMERCIAL DRIVER LICENSE TESTING SERVICES

[Description of Services]

Pinal County's Third-Party Tester will administer the Commercial Driver's License (CDL) Roads/Skills Test for a fee of $500.00 per applicant. This will include three attempts to pass the test. Applicants must wait at least 2 business days to retake any failed portion of the skills test.

A CDL Instruction/Learner Permit holder is not eligible to take the CDL Road/Skills Test within 14 days of the initial issuance of the Commercial Instruction Permit.

The Road/Skills Test is a three part test that consists of a Pre-Trip Inspection, a Basic Vehicle Controls Test and an ON-Road Driving Test. You will be required to take the test in the same class and type of motor vehicle that you have a permit for. If you fail any one part of the Road/Skills Test, you will be required to retake the entire test again. Only one Road/Skills Test can be taken per day.

Pre-Trip Inspection: Before you can take the CDL driving tests, you will first be tested on your knowledge of the class of vehicle you plan on driving once you obtain your CDL. The Pre-Trip inspection also determines if your commercial vehicle is safe enough to drive on public roads. If you fail the Pre-Trip Inspection, you may not be allowed to take the Road Skills Test.

Basic Controls Test: Before you can take the Road Skills Test, you will first need to prove that you have the skills to operate a commercial motor vehicle on public roads. This test consists of various off-road maneuvers such as backing up your vehicle, moving your vehicle forward, and making turns within a defined area.

Road Skills Test: Once you pass the first two tests, you will be required to drive your commercial vehicle on public roads in various traffic situations.

The Road/Skills Test will be given by appointment only. To schedule a test appointment, contact Pinal County Public Work's Highway Superintendent at (520)866-6419. Applicants need to schedule their Road/Skills test a few weeks in advance and to arrive early for their test appointment. Appointments will be scheduled based upon availability of Pinal County's Third-Party Tester.

Pinal County will not provide a vehicle for you to test in, you must provide your own test vehicle. If your test vehicle is not legally equipped and safe to drive, you will not be able to proceed with the Skills Test.

On the day of your CDL Skills Test appointment you must:

1. Arrive on time.
2. Bring your validated commercial learner's permit & Driver's License.
3. Bring your ADOT sealed envelope with your DOT Medical Certificate.
4. Bring a passenger (age 21 or older) that is qualified to drive a commercial motor vehicle with the same class of CDL or greater than the test vehicle.
5. Bring a test vehicle that is the same class of license that you are testing for that is safe to drive.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.E.
Date: 3/23/2026

Date submitted: 03/12/2026 **Date requested:** 3/23/2026	**Action:** Formal	**Subject: Consideration and Approval of a Proposal from Motorola Solutions for the Replacement of the Eloy Police Department VHF Repeater Using Pricing per Arizona State Contract No. CTR046830, at a cost not to exceed $70,000.00. This project was presented and approved in the FY2025-2026 Capital Improvement Plan (CIP).**

TO: Mayor and City Council

FROM: Brian Jerome, Captain

RECOMMENDATION:
Council authorize the acceptance of a proposal from Motorola Solutions for replacement of the Eloy Police Department VHF Repeater, using pricing per Arizona State Contract No. CTR046830, at a cost not to exceed $70,000.00.

DISCUSSION:
The Eloy Police Department requests City Council approval to accept a proposal from Motorola Solutions to purchase and install a replacement VHF radio repeater system, to replace the Department's legacy Motorola Quantar repeater, which has reached end-of-life. The purchase is being made using cooperative purchasing pricing available through Arizona State Contract No. CTR046830, which complies with the City's competitive procurement requirements.

The Eloy Police Department primarily operates on the Pinal County Regional Communications Consortium digital radio system, which provides encrypted radio communications for daily police operations. To ensure operational redundancy and continuity of communications during outages or failures, the Department maintains a VHF conventional radio system as a backup communications platform.

The Department's existing Motorola Quantar repeater, located on the Police Department communications tower, has reached end-of-life status and is no longer supported by the manufacturer. Replacement of this repeater is necessary to maintain reliable emergency communications capability during outages or disruptions to the primary digital radio system.

In 2025, the Police Department applied for and was awarded a $35,000 grant from the

Gila River Indian Community (GRIC) for the Emergency Radio Redundancy and VHF Repeater Replacement Project.

City Council formally accepted the grant funding through Resolution No. 25-1632, authorizing the Police Department to proceed with implementation of the project. The project was also included in the Police Department's current Fiscal Year Capital Improvement Plan (CIP) with a budget allocation of $35,000, providing a total available project budget of $70,000.

Motorola Solutions provided a quote for the installation of a Motorola GTR 8000 VHF base radio system, including required duplexers, preselectors, digital conventional software, and professional installation services. Installation includes removal of the existing repeater equipment and installation of the replacement system on the Police Department communications tower.

Due to the complexity of the tower work and current material costs, the project scope includes:

- Removal of the existing Quantar repeater equipment
- Installation of the new Motorola GTR 8000 base radio system
- Tower climbers and safety oversight for elevated tower work
- Grounding of transmission line infrastructure at required intervals
- Project management and installation coordination
- System configuration, testing, and commissioning
- Programming of Department-issued mobile and portable radios, as needed, to ensure the VHF frequency is available to officers for backup communications

The total Motorola quote for equipment and installation is $68,491.16. The initial quote exceeded the total available project budget; however, Motorola Solutions provided a one-time $5,000 concession, allowing the project to be completed within the available funding.

Pricing for this equipment is provided through Arizona State Contract No. CTR046830, which allows the City to utilize cooperative purchasing in lieu of conducting a separate competitive bid process. Additionally, the Department's existing radio infrastructure, including the legacy VHF repeater system and the primary Pinal County Regional Communications Consortium (PRCC) radio network, is Motorola-based, making Motorola Solutions the most compatible vendor for replacement equipment, system integration, and ongoing technical support.

FISCAL IMPACT:

The fiscal impact for the purchase and installation of the replacement VHF repeater system is $68,491.16. Funding for this project is available through two sources: $35,000 in grant funding awarded by the Gila River Indian Community for the Emergency Radio Redundancy and VHF Repeater Replacement Project, and $35,000

previously approved in the current fiscal year Capital Improvement Plan (CIP) for this project. The combined available funding of $70,000 is sufficient to cover the total project cost.

Approved as to Form:

Stephen R. Cooper, City Attorney

MOTOROLA SOLUTIONS

QUOTE-3470539

Billing Address:
ELOY, CITY OF
630 N MAIN ST
ELOY, AZ 85131
US

Quote Date:01/22/2026
Expiration Date:03/23/2026
Quote Created By:
Michael Colvin
Mike.Colvin@
motorolasolutions.com

End Customer:
ELOY, CITY OF
Brian Jerome
BJerome@eloyaz.gov
5204833861

Contract: 21069 - CTR046830-STATE OF AZ

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	GTR 8000 Base Radio						
1	T7039A	BASE RADIO, GTR 8000	1	$0.00	0.0%	$0.00	$0.00
1a	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	1	$0.00	0.0%	$0.00	$0.00
1b	X530BG	ADD: VHF (136-174 MHZ)	1	$7,056.00	25.6%	$5,249.64	$5,249.64
1c	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	1	$18,928.00	25.6%	$14,082.36	$14,082.36
1d	CA01953AA	ADD: POWER EFFICIENCY PACKAGE	1	$560.00	25.6%	$416.64	$416.64
1e	X182CB	ADD: DUPLEXER, 144-160 MHZ	1	$1,546.00	25.6%	$1,150.22	$1,150.22
1f	X265AM	ADD: BR PRESELECTOR, (150-174 MHZ)	1	$560.00	25.6%	$416.64	$416.64
	Product Services						
2	LSV00Q00203A	DEVICE INSTALLATION	1	$48,503.56	7.0%	$45,108.06	$45,108.06

Subtotal	$66,423.56
Estimated Tax	$2,067.60
Incentive	$5,000.00
Grand Total	$68,491.16(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Contract Amendment

CTR046830 Amendment One (1)

Arizona Department of Administration
State Procurement Office
1802 W Jackson St., #100
Phoenix, AZ 85007

CONTRACTOR:	**STATE AGENCY:**
MOTOROLA SOLUTIONS INC 3332 E. Broadway Rd. Phoenix, AZ 85040 **CONTACT:** Walter Whately **PHONE:** (520) 457-8604 **EMAIL:** walter.whately@motorolasolutions.com	AZ Department of Administration (ADOA) State Procurement Office 1400 W Washington St. 3100 Phoenix, AZ 85007 **CONTACT:** Jim Atkins **PHONE:** (602) 245-8268 **EMAIL:** james.atkins@azdoa.gov

Public Communications Equipment and Services

Pursuant to Section 2-D: Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

1) In accordance with Special Terms and Conditions, Section 3.1, Term of Contract, the contract is hereby extended through **October 9, 2026**.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

**** Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.***

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

Attachment 4

Pricing Sheet

Attachment 4 Pricing Sheet - Offeror shall submit pricing information using the Excel document ADSPO19-00008376 Attachment 4 - Pricing_Public_Communications_Equipment_and_Services provided within ProcureAZ.

Item(s) in ProcureAZ - Offeror shall enter a one (1) in the unit cost field of line item 1 within ProcureAZ. NOTE: Offeror that shows a zero or leaving this field blank will result in a **No Bid**.

Please note that in order for Offeror to be susceptible, there must be a $1.00 response under Unit Cost on the Items Tab in ProcureAZ.

ADSPO19-00008376 Public Communications Equipment and Services – Attachment 4

1. Pricing

The pricing for each section is listed below in under each product category. Please refer to the catalog section 2.0.0 for specific details on each product including installation, services, engineering and warranties. Motorola Solutions, Inc. has included a list of exceptions in Attachment 5-B Supplement No. 1., to allow the State of Arizona to review and insure that our products will suit the state and other cooperative procurement agencies. Motorola Solutions regularly develops new products and solutions. We will work with the State of Arizona to add new products as they are available at agreed upon prices. Additions of new products and solutions will be memorialized in a written amendment.

#	Category	Percentage of catalog price
1.1.0	**Product Category**	
1.2.0	**2-Way Radio (Quantity Discount for Single Orders Only)**	
	APX Radios-Quantity Discounts (1-499)	**27%**
	Quantity Discount (500-1999)	**30%**
	Quantity Discount (2000-6999)	**35%**
	Quantity Discount (7000 & above)	**40%**
	APX Portable Radios, Mobile Radios, APX accessories, FLASH Upgrade licenses, batteries, chargers and remote speaker microphones-	**27%**

#	Category	Percentage of catalog price
	2-Way Radio Repeaters	**20%**
	ASTRO Radio systems hardware, software, features and licenses	**15%**
	All 2-Way Radio and accessory software including: Customer Programming Software, Radio and Device Manager, LEX and VML LTE devices and accessories	**5%**
	Service Monitors and related accessories and licenses	**5%**
1.3.0	**Digital Microwave Terminals**	
	All Digital Microwave Systems hardware, software and licenses	**15%**
1.4.0	**LMR Base Station Antennas, Microwave Antennas**	
	All infrastructure antennas including LMR and Microwave	**20%**
	All transmission line, connectors and related hardware	**10%**
1.5.0	**RADIO DISPATCH CONSOLES**	
	All Radio Dispatch Consoles software and licenses	**20%**
	All Radio Dispatch and Command Center Computer Hardware	**15%**
	All Radio Dispatch Console furniture, FSA, Logging Solutions, hardware, software, and licenses	**10%**
	All Radio Dispatch accessories including headsets footswitches, etc.	**27%**
1.6.0	**GENERATORS**	
	[redacted]	[redacted]
1.7.0	**Back-up Batteries**	
	All Back-up Batteries	**5%**
	All portable radio batteries	**27%**
1.8.0	**Prefab Comm Shelters**	
	All Prefab Communications Shelters and related hardware	**5%**
1.9.0	**Service**	
	All Services including: Installation, Dispatch, Monitoring , Preventative Maintenance, Engineering, Telephone and On-Site Support	**2%**
	All Service Packages including: Essential, Advanced, Premier	**2%** off catalog pricing (minimum 2 year agreement)
1.10	**Consultation and Third-Party Oversight**	**No Bid**

Brian Jerome

From: Brizeida Medina
Sent: Tuesday, August 26, 2025 1:32 PM
To: Brian Jerome
Subject: FW: Gila River Indian Community - Grant Application Update 8/26/2025

Lucky you! Take a look. They're awarding two of the projects.

Brizeida Medina
Grants Specialist
City of Eloy
595 N. C Street, Suite 103 | Eloy, AZ 85131
Office: (520) 464-3426 Fax: (520) 466-3760
E: bmedina@eloyaz.gov | W: www.eloyaz.gov

From: Cheryl Pablo <Cheryl.Pablo@gric.nsn.us>
Sent: Tuesday, August 26, 2025 12:37 PM
To: Brizeida Medina <bmedina@EloyAZ.gov>
Subject: RE: Gila River Indian Community - Grant Application Update 8/26/2025

CAUTION: This email originated from outside the City of Eloy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Brizeida,

Thank you for your grant application submission(s). Upon initial review of **all** application(s) the Gila River Indian Community Grant Review Board has made the following recommendations.

RECOMMENDED FOR APPROVAL:

- Eloy Police Department – Emergency Radio Redundance and VHF Repeater Replacement Project - $35,000.00
- Eloy Police Department – Next Generation Fingerprint Identification Upgrade - $23,261.00

In accordance with our guidelines, in order to move these applications forward through the final approval process we require a resolution from the municipality agreeing to accept the funds for the purposes outlined in the grant proposal. Please provide this document no later than **September 26, 2025**. If this deadline is not feasable please let me know and we will work with you to ensure we can meet our award deadline. If this document has already been submitted, thank you, we will begin processing for approval promptly.

RECOMMENDED FOR DENIAL:

- City of Eloy – Sunland Visitor Center Shade Structure
- City of Eloy – Owner-Occupied Housing Rehabilitation

- Eloy Fire District – Cancer Screening & Prevention
- Eloy Police Department – Body Worn Camera Upgrade
- Eloy Police Department – Moblie Connectivity Project

A formal letter of declination will be sent to the contact person listed on the grant application.

Please reach out if you have any questions.

Cheryl Pablo
Office of Special Funding
Gila River Indian Community
520-562-9698, ext. 2509
520-610-9131

From: Brizeida Medina <bmedina@EloyAZ.gov>
Sent: Tuesday, August 26, 2025 12:17 PM
To: Cheryl Pablo <Cheryl.Pablo@gric.nsn.us>
Subject: [EXTERNAL] FW: Gila River Indian Community - Grant Application Update 8/26/2025

CAUTION: This email 'bmedina@eloyaz.gov' is from an external sender.
The sender is from outside of GRIC. Do not open any attachments or click on any links if you do not recognize the sender.

Good afternoon Cheryl,

Would you be able to provide information on which application was selected by the board? We will await your final details, but we would like to notify City Council for now.

The City of Eloy greatly appreciates the continued support of Gila River Indian Community!

Brizeida Medina
Grants Specialist
City of Eloy
595 N. C Street, Suite 103 | Eloy, AZ 85131
Office: (520) 464-3426 Fax: (520) 466-3760
E: bmedina@eloyaz.gov | W: www.eloyaz.gov

From: Brian Jerome
Sent: Tuesday, August 26, 2025 12:07 PM
To: Brizeida Medina <bmedina@EloyAZ.gov>
Subject: FW: Gila River Indian Community - Grant Application Update 8/26/2025

From: Cheryl Pablo <Cheryl.Pablo@gric.nsn.us>
Sent: Tuesday, August 26, 2025 12:01 PM
Subject: Gila River Indian Community - Grant Application Update 8/26/2025

CAUTION: This email originated from outside the City of Eloy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am blind copying several individuals in this notification so I am keeping it general.

The Gila River Indian Community Grant Review Board has completed their review and recommendation process. I am pleased to let you know that your grant application has been recommended for approval. To move through the final approval process I will be reaching out to the municipalities that have not already submitted resolutions to accept grant funds on your behalf. For those that have already submitted, I will start the process immediately.

In some cases the amount awarded may differ from the amount requested. This is at the discretion of the review board and will be specified in the award resolution. Also, if you are are a first-time grantee with us, please know that we typically fund only one year for first-timers. I will be sending out all the details when final approval is made however if you need more information before then please let me know and I'll share with you individually.

I know you have all been waiting patiently for information and I appreciate that. Congratulations on the favorable outcome!

Cheryl

Cheryl Pablo

Program Administrator | Gila River Office of Special Funding | P.O. Box 2172 | Sacaton, AZ 85147 | O: 520-562-9698, ext. 2509 | C: 520-610-9131 | www.gilariver.org

GILA RIVER INDIAN COMMUNITY
OFFICE OF SPECIAL FUNDING

GRANT AGREEMENT

October 22, 2025

Brian Jerome
Eloy Police Department
630 N. Main Street
Eloy, AZ 85131

Congratulations on your recent grant award from the Gila River Indian Community State Shared Revenue Program. By accepting the grant, you are agreeing to (1) use grant funds in accordance with the proposed budget and purposes identified in the grant application, and to (2) submit annual/final and any other interim reports that the Gila River Indian Community requires verifying expenditure of grant funds in accordance with the grant award. We will send the desired reporting form to you via email.

AWARD DETAILS

Approval Date:	October 15, 2025
Grantee:	Eloy Police Department
Project Title:	Emergency Radio Redundancy and VHF Repeater Replacement Project
Award Amount:	$35,000.00
Grant Term:	1 Year(s): 12/1/2025 - 11/30/2026

REPORTING SCHEDULE

Due Date	Reporting Period	Submit Report to:
12/30/2026	12/01/2025 - 11/30/2026	cheryl.pablo@gric.nsn.us or Office of Special Funding P.O. Box 2172 Sacaton, AZ 85147

In the event the project is not complete after the last listed report date additional reports may be required. Please submit requests for changes to the term of the grant or budget modifications to the Gila River Indian Community, Office of Special Funding in writing for concurrence.

Please sign below to acknowledge your understanding of the grant agreement and reporting requirements. Return a scanned copy of the signed letter to terri.enos@gric.nsn.us or send via USPS.

FOR GILA RIVER INDIAN COMMUNITY:

Cheryl J Pablo

Cheryl Pablo
Program Administrator

FOR ELOY POLICE DEPARTMENT:

11-13-2025

Signature/Date
Title: CAPTAIN BRIAN JEROME

GILA RIVER INDIAN COMMUNITY

Executive Office of the Governor & Lieutenant Governor

"Gila River Strong"

Stephen Roe Lewis
Governor

Regina Antone
Lieutenant Governor

NOTICE OF GRANT AWARD

October 15, 2025

The Honorable Andrew Sutton
Mayor of the City of Eloy
595 North C Street, Suite 104
Eloy, AZ 85131

Dear Mayor Sutton,

The Gila River Indian Community is pleased to inform you that we have approved the application to our State Shared Revenue Grants Program for Eloy Police Department.

Award Date:	October 15, 2025
Grantee:	Eloy Police Department
Project Title:	Emergency Radio Redundancy and VHF Repeater Replacement Project
Award Amount:	$35,000.00
Grant Term:	12/1/2025 - 11/30/2026 1 year grant
Payment Terms:	$35,000/1

Enclosed for your records is a signed resolution authorizing the approval of this grant by the Gila River Indian Community, Community Council. Payment for the 2025 grant award will be mailed to the Municipality under separate cover. Additionally, we will send a grant agreement directly to the grantee specifying terms and reporting requirements.

Congratulations on the award! We are excited about the opportunity to support your efforts in providing valuable services for citizens in the great State of Arizona.

Sincerely,

Stephen R. Lewis, Governor
Gila River Indian Community

cc: Brian Jerome, Captain

525 West Gu u Ki · P.O. Box 97 · Sacaton, Arizona 85147
Telephone: 520-562-9841 · Fax: 520-562-9849 · Email: executivemail@gric.nsn.us

GILA RIVER INDIAN COMMUNITY
SACATON, AZ 85147

RESOLUTION GR-221-25

A RESOLUTION AUTHORIZING A GRANT AWARD FROM THE GILA RIVER INDIAN COMMUNITY'S STATE SHARED GAMING REVENUES TO THE CITY OF ELOY FOR ELOY POLICE DEPARTMENT, EMERGENCY RADIO REDUNDANCY AND VHF REPEATER REPLACEMENT PROJECT

WHEREAS, The Gila River Indian Community (the "Community") is a federally recognized Indian tribe and sovereign nation; and

WHEREAS, The Gila River Indian Community Council (the "Community Council") is the legislative governing body of the Community; and

WHEREAS, The Community entered into the 2021 Amended and Restated Gaming Compact ("Compact") with the State of Arizona under which the Community operates and regulates Class III gaming on the Gila River Indian Reservation and which became effective on May 24, 2021; and

WHEREAS, The Compact allows that up to twelve percent (12%) of the Community's state-shared revenue can be retained by the Community for distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development; and

WHEREAS, The Community Council, as an exercise of the Community's sovereignty, decides the manner in which those funds distributed to cities, towns, and counties should be disbursed so as to improve the overall quality of life of residents of Arizona; and

WHEREAS, The Community Council has reviewed a proposed application from the City of Eloy for Eloy Police Department, Emergency Radio Redundancy and VHF Repeater Replacement Project.

NOW, THEREFORE, BE IT RESOLVED, That the Gila River Indian Community desires to support this proposal for a term of one year and hereby approves a grant in the amount of $35,000.00 (Thirty-Five Thousand Dollars) to be paid by October 25, 2025 to the City of Eloy for Eloy Police Department, Emergency Radio Redundancy and VHF Repeater Replacement Project.

BE IT FURTHER RESOLVED, That it is the grant recipient's responsibility to manage Tribal grant funds in accordance with the grant application. The Community reserves the right to terminate a grant and may withhold or delay any payments due, or may request a repayment of grant funds, for substantial noncompliance in spending or reporting.

BE IT FURTHER RESOLVED, That the Community's Office of Special Funding is authorized to sign and submit such documents as are necessary to effectuate and administer this grant.

BE IT FINALLY RESOLVED, That the Governor, or in his absence, the Lieutenant Governor, is hereby authorized to sign and execute such documents as are necessary to fulfill the intent of this resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, of the amended Constitution and Bylaws of the Gila River Indian Community, ratified by the Tribe January 22, 1960 and approved by the Secretary of the Interior on March 17, 1960, the foregoing Resolution was adopted on the **15th** day of **October**, **2025**, at a Regular Community Council Meeting held at the **Governance Center, Sacaton, AZ**, at which a quorum of **14** members were present by a vote of: **14** FOR; **0** OPPOSE; **0**ABSTAIN; **3** ABSENT; **0** VACANCY.

GILA RIVER INDIAN COMMUNITY

GOVERNOR

ATTEST:

COMMUNITY COUNCIL SECRETARY

GILA RIVER INDIAN COMMUNITY
1939
ARIZONA

RESOLUTION NO.: 25-1632

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, ACCEPTING GRANT FUNDING FROM THE GILA RIVER INDIAN COMMUNITY FOR THE ELOY POLICE DEPARTMENT EMERGENCY RADIO REDUNDANCY AND VHF REPEATER REPLACEMENT PROJECT

WHEREAS, the City of Eloy Police Department submitted a grant application dated March 25, 2025, to the Gila River Indian Community requesting funds for the Emergency Radio Redundancy and VHF Repeater Replacement Project, which will replace the Department's legacy Motorola Quantar repeater to ensure continued access to reliable emergency communications, enhanced redundancy, and uninterrupted public safety operations; and

WHEREAS, the Gila River Indian Community approved funding for the project and provided notice of award to the City of Eloy on August 26, 2025; and

WHEREAS, the funding will support critical public safety infrastructure serving approximately 17,000 residents, 32 sworn police officers, and numerous visitors within the City's 114+ square-mile jurisdiction; and

WHEREAS, the City of Eloy recognizes the importance of ensuring continuous, reliable radio communications to safeguard the community, particularly during outages or disruptions to the primary digital radio system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, AS FOLLOWS:

1. **Acceptance of Funds.** The Mayor and City Council hereby formally accept grant funding in the amount of $35,000 from the Gila River Indian Community to support the Eloy Police Department Emergency Radio Redundancy and VHF Repeater Replacement Project.

2. **Authorization to Execute.** The Mayor and City Manager, or their designee, are authorized to execute all documents, agreements, or certifications necessary to implement and administer the grant.

3. **Project Implementation.** The Eloy Police Department is authorized, upon full execution of all required grant documents, agreements, or certifications necessary, to proceed with procurement and implementation consistent with the City of Eloy policies and the project plan outlined in the grant application.

PASSED AND ADOPTED by the City Council of the City of Eloy, Arizona, this 8th day of September, 2025.

APPROVED:

CITY OF ELOY CORPORATE SEAL INCORPORATED DEC. 12, 1949 ARIZONA

Andrew Sutton, Mayor

ATTEST:

Celine A. Kidwell, City Clerk

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.A.

Date: 3/23/2026

Date submitted: 03/09/2026 **Date requested:** 3/23/2026	**Action:** Formal	**Subject: Authorization to Utilize the Pinal County JOC Contract 233828ROQ with Ellison-Mills Construction, LLC for Civil Construction Services to Proceed with Phase 1 of the Battaglia Road Sewer Line Upsizing Project**

TO: Mayor and City Council

FROM: Refugio Cookie Gallegos, Public Works Deputy Director

RECOMMENDATION:

Staff recommends that the City Council authorize the utilization of Pinal County Job Order Contract (JOC) No. 233828ROQ with Ellison-Mills Construction, LLC for civil construction services to proceed with Phase 1 of the Battaglia Road Sewer Line Upsizing Project. Furthermore, allow the City Manager to execute any necessary documents.

DISCUSSION:

The Battaglia Road Sewer Line Upsizing Project was approved as part of the FY2025–2026 Capital Improvement Plan (CIP) and represents a critical infrastructure investment to support existing service demands and future development within the City's wastewater collection system.

The project involves replacing the existing 8-inch sewer main with a new 24-inch sewer line between Eleven Mile Corner Road and Sunshine Boulevard. The work will include excavation, removal of the undersized existing pipeline, and installation of the new 24-inch sewer main, along with associated manholes, service reconnections, and other infrastructure improvements necessary to ensure proper system functionality. Once the new sewer main is installed, all existing residential connections will be transferred to the upgraded line.

The current 8-inch sewer main is operating at or near capacity, which increases the risk of blockages, backups, and operational overload. As development continues within the Eleven Mile Corner and Sunshine corridors, these risks are expected to increase. Upsizing the sewer main to 24 inches will significantly improve system capacity, enhance wastewater conveyance, and strengthen the reliability and resilience of the City's wastewater infrastructure.

The project will be completed in two phases, both of which will be completed by Ellison-Mills Construction, LLC:

- Phase 1: Design and construction of the sewer line on Battaglia Road from Eleven Mile Corner Road to Curiel Street.
- Phase 2: Design and construction of the sewer line on Battaglia Road from Curiel Street to Sunshine Boulevard.

This infrastructure improvement is necessary to support both existing service demands and anticipated residential, commercial, and industrial growth within the region. Completing this project will reduce maintenance demands, minimize the risk of service disruptions, and ensure the wastewater system can accommodate long-term development and growth.

Utilizing the existing Pinal County JOC Contract No. 233828ROQ with Ellison-Mills Construction, LLC allows the City to expedite project delivery while maintaining competitive pricing and ensuring compliance with procurement requirements.

Phase 2 of the project will be brought back to the City Council for approval at a future Council Meeting.

FISCAL IMPACT:
The total estimated project cost is $5,500,000, allocated as follows:

- Phase 1: $3,000,000 (Ellison-Mills Construction, LLC proposal - $2,751,710.12; City contingency - $248,289.88)
- Phase 2: $2,500,000 (Ellison-Mills Construction, LLC proposal - $2,245,325.12; City contingency - $254,674.88)

Funding will be secured through the issuance of a Utility Obligation Bond. The Utility Obligation Bond will be brought forth before the City Council at the last meeting in April. The bond allows engineering expenses to be recouped before the bonds are sold.

Authorizing Phase 1 at this time will allow Ellison-Mills Construction, LLC to begin design work, ensuring the project remains on schedule and can move efficiently into construction.

Approved as to Form:

Stephen R. Cooper, City Attorney

Proposal

Ellison-Mills Construction LLC
3152 N. Lear Ave. Ste 2
Casa Grande, AZ 85222
(520) 876-4004

PROPOSAL TO:
City of Eloy
Attn: Jeremy Hansen

DATE 2-Feb-26

FOR:
Battaglia Road Sewer Phase 1

ITEM NO	QUANTITY	UM	DESCRIPTION	UNIT PRICE	AMOUNT
			Bataglia Road Sewer Phase 1 from 11 mile up to Curiel		
1	1	LS	Mob/Demob	$ 120,747.62	$ 120,747.62
2	1	LS	Engineering	$ 223,189.09	$ 223,189.09
3	1	LS	Surveying	$ 10,993.50	$ 10,993.50
4	1	LS	Testing	$ 19,400.33	$ 19,400.33
5	3860	LF	New 24" SDR-35 Sewer Line	$ 260.81	$ 1,006,726.60
6	6004	SY	Remove Existing AC and Replace 3" AC on 8" ABC	$ 55.14	$ 331,060.56
7	7	Each	New MH	$ 60,787.68	$ 425,513.76
8	1	Each	Cut and Plug and abandon Existing MH	$ 31,702.72	$ 31,702.72
9	4	Each	Abandon Existing MH	$ 12,588.23	$ 50,352.92
10	5	Each	Reconnect to Existing Sewer Laterals including by pass	$ 31,702.72	$ 158,513.60
11	1	Each	Traffic Control	$ 85,361.42	$ 85,361.42
12	1	LS	Striping	$ 14,226.90	$ 14,226.90
13	11146	SY	Slurry Seal Road	$ 5.17	$ 57,624.82
14	7	Each	Adjustments	$ 2,328.04	$ 16,296.28
15	1	LS	**City Contingency**	$ 200,000.00	$ 200,000.00
					2,751,710.12

All items will be field measured for final payment.

Questions concerning this PROPOSAL
Call: Mike Mills
(520) 251-1029

Please sign and return: X _____

THANK YOU FOR YOUR BUSINESS!

Proposal

Ellison-Mills Construction LLC
3152 N. Lear Ave. Ste 2
Casa Grande, AZ 85222
(520) 876-4004

PROPOSAL TO:
City of Eloy
Attn: Jeremy Hansen

DATE 10-Feb-26

FOR:
Battaglia Road Sewer Phase 2

ITEM NO	QUANTITY	UM	DESCRIPTION	UNIT PRICE	AMOUNT
			Bataglia Road Sewer Phase 2 from Curiel to Sunshine BLVD		
1	1	LS	Mob/Demob	$ 127,214.40	$ 127,214.40
2	1	LS	Engineering	$ 223,189.09	$ 223,189.09
3	1	LS	Surveying	$ 19,400.33	$ 19,400.33
4	1	LS	Testing	$ 19,400.33	$ 19,400.33
5	2640	LF	New 24" SDR-35 Sewer Line	$ 264.15	$ 697,356.00
6	4160	SY	Remove Existing AC and Replace 3" AC on 8" ABC	$ 58.28	$ 242,444.80
7	6	Each	New MH	$ 60,787.68	$ 364,726.08
9	4	Each	Abandon Existing MH	$ 12,588.23	$ 50,352.92
10	5	Each	Reconnect to Existing Sewer Laterals including by pass	$ 31,702.72	$ 158,513.60
11	1	Each	Traffic Control	$ 56,907.61	$ 56,907.61
12	1	LS	Striping	$ 14,226.90	$ 14,226.90
13	11146	SY	Slurry Seal Road	$ 5.17	$ 57,624.82
14	6	Each	Adjustments	$ 2,328.04	$ 13,968.24
15	1	LS	**City Contingency**	$ 200,000.00	$ 200,000.00
					2,245,325.12

All items will be field measured for final payment.

Questions concerning this PROPOSAL
Call: Mike Mills
(520) 251-1029

Please sign and return: X _____

THANK YOU FOR YOUR BUSINESS!

PINAL COUNTY

Contract 233828ROQ
JOC Civil Construction Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Ellison-Mills Construction LLC, (Contractor), whose primary address is 3152 N. Lear Ave. Ste 2, Casa Grande, AZ 85122.

1. CONTRACT TERM. The resultant contract term will commence on June 28, 2023, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document for each job order, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

   Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

   Contractor will visit those physical locations where the priced work is to be carried out for each job order and to understand and account for local conditions that might affect the work, and will review, verify, and interpret for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by persons other than the County, and any necessary interfaces with others.

4. PRICING

   4.1 Most Favored Customer Pricing.
   Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 All-Inclusive Pricing.
Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.
Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.
The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.
Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.
In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. TIME OF COMPLETION. Contractor covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Job Order.

6. INVOICING AND PAYMENTS.

6.1 Invoices.
The Contractor shall submit detailed, itemized monthly invoices before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

a. Company name, address and contact
b. County bill-to name and contact information
c. Contract Number
d. County purchase order number
e. Invoice number and date
f. Payment terms
g. Itemized cost as outlined in the Job Order Proposal

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

6.2 Job Order Cost Proposal Structure. For each Job Order, the Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the County. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), cost of subcontractors (supported by quotes), and allowable indirect costs (includes insurance). The Contractor shall utilize the markups established in the JOC Bid Table to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the County. Profit on subcontractors/subconsultants shall not exceed five (5) percent.

6.3 Progress Payments. Should an individual Job Order require more than thirty (30) days to complete, the County shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the County, on estimates of Work completed submitted by the Contractor and approved by the County. Contractor shall use an acceptable invoice from and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of

the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, the County will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

6.4 Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County. But this provision shall not be construed as:

a. Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
b. Waiving the right of the County to require the fulfillment of all the terms of the Contract.

6.5 Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the County or the County's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The County may withhold an amount form the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payment shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of Work.

6.6 Unpaid Amounts. The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days after;

a. Completion and acceptance of the Work;
b. Presentation of a properly executed invoice;
c. Presentation of a fully executed Certificate of Performance provided by the County; or
d. Consent of Contractor's surety, if any.

6.7 No Invoice Without Authorization. Contractor shall not seek payment for any:

a. Charges or fees not delineated in the contract.
b. Materials or services that have not been authorized on a purchase order.
c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

6.8 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

6.9 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

6.10 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

6.11 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

6.12 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

7. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

8. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.

9. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.

10. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

    a. Written Contract Amendments
    b. Contract
    c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
    d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
    e. Contract Exhibit(s) C (i.e. Responder’s Proposal Documents)
    f. Other Contract Exhibits
    g. Orders, in reverse chronological order

11. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an

employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

12. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

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

14. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

15. CONTRACT ADMINISTRATION AND OPERATION.

15.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Lorina Gillette	**Name: Jason DeCarlo**
Address: PO Box 1348 **Florence, AZ 85132**	**Address: 3152 N. Lear Ave. Ste 2** **Casa Grande, AZ 85122**
Title: Procurement Officer	**Title: Owner**
Email: Purchasing@Pinal.gov	**Email:** jdecarlo@ellison-mills.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

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

15.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of

§ 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

15.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

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

15.6 Acceptance of Work.

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

b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether

stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

15.7 Ownership of Intellectual Property.

a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.

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

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

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

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

15.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

15.9 Non-Discrimination. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

15.10 E-Verify Requirements. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

15.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

15.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

15.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

15.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

15.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

15.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

15.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the

incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

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

15.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

15.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

15.21 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law**, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

16. PERFORMANCE OF WORK:

16.1 Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchase Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:

a. Contract number along with the Job Order Contractor's name;
b. Job Order number and date;
c. The agreed Work and applicable technical specifications and drawings;
d. The agreed period of performance and, if required by the County, a work schedule;
e. The place of performance;
f. The agreed total price for the Work to be performed;
g. Submittal requirements;
h. The County's authorized representative who will accept the completed Work;
i. Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
j. Such other information as may be necessary to perform the work.

16.2 Job Order Contractor Duties and Obligations.

a. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The county will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

b. Self-Performance by the Job Order Contractor. The Job Order Contractor shall be allowed to bid as a subcontractor for work over $50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.

c. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will

supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the County's project manager.

d. Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.

e. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his/her designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.

f. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix – Traffic Barricade manual, latest edition.

At the time of the pre-construction meeting, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures as necessary. At the same time the County will designate a representative who will be responsible to see that all traffic control and any alternations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazards and accidents.

All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCED SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the County at lease forty eight (48) hours in advance for County personnel to temporarily relocate said signs. The County Engineer or designee will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for Traffic Control.

When determined necessary by the Contractor, an off-duty Pinal County Sheriff Deputy shall be used for traffic control. Pinal County uses Off Duty Management for scheduling of off duty deputies. Contractors must use the following link https://odm.officertrak.com/Pinal-Co-AZ-SO/auth/signin?next=%2F to arrange for off duty deputies and view hourly rates.

The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

No street within the project may be closed to through traffic or to local emergency traffic without prior written approval of the County Engineer. Written approval may be given if sufficient time exists to allow for notification of the public, at least two (2) days, in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the County Engineer.

Caution should be used when excavating near intersections with traffic signal underground cable. Notify the County Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the County Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off duty Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the County Engineers satisfaction. Magnetic detector loops shall under no circumstances be spliced.

The Contractor shall address how local access to adjacent properties will be handled in accordance with the specifications herein.

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his/her designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

g. Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.

h. Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

Final cleanup of the premises shall be included in the period of performance of the Job Order.

Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the County unless the County requires the Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed.

i. Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.

j. Safety. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

The County reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order.

16.3 Owner Rights and Obligations.

a. Suspension of Work. Owner may order Contractor, in writing, to suspend, delay or interrupt all or any part of the Work for a period of time that the County determines reasonably appropriate.

If the performance of all or any part of the Work is suspended, delayed or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order

necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

A claim under this paragraph shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified the County in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Job Order.

b. County's Right to Possession. The County shall have the right to take possession of or use any complete or partially completed part of the Work. Before taking possession of or using any Work, the County shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the county intends to take possession of or use. However, failure of the county to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. County possession or use shall not be deemed an acceptance of any Work under this contract.

While the County has such possession or use, Contractor shall be relived of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 15.2.a. If prior possession or use by the County delays the progress of the Work or causes additional expenses to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

c. Other Contracts. The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.

d. Job Order Amendment. Job Orders may be amended by the County in the same manner as they are issued.
e. Job Order Value. The maximum Job Order value is Two Million Dollars ($2,000,000), except as provided in A.R.S.§ 34-605.

17. JOB ORDER DOCUMENTS.

17.1 Specifications and Drawings. Anything mentioned in the specifications and not shown in the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the County, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

17.2 Shop Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use and disclose in any manner and for any purpose shop drawings delivered under this Contract. Shop drawings means drawings submitted to the County by the Contractor showing in detail:

a. The proposed fabrication and assembly of structural elements;
b. The installation (i.e. form, fit and attachment details) of materials or equipment, and
c. The construction and detailing of elements of the Work.

17.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relive Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §17.4 below.

17.4 Shop Drawing Modification. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be used.

17.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relive Contractor from performing such omitted or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

17.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

17.7 Shop Drawing Submittal. Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.

17.8 Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, notebooks, technical and scientific data provided to Contractor or developed by Contractor pursuant to the contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part hereof, shall be the property of the County and may be sued by the County without any claim by the Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before the County uses them in any manner whatsoever. In addition, the County agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the County's use of such material.

18. CONTRACT CHANGES.

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

18.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:

a. Extension of the term of the contract within the maximum aggregate term;
b. Revision to Procurement Officer appointment or contact information; or
c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

18.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

19. JOB ORDER CHANGES.

19.1 County Changes. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes to the Work within the general scope of the Job Order, including changes:

a. In the specifications (including drawings and designs);
b. In County furnished facilities, equipment, materials, services, or site; or
c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

19.2 County Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation or determination) from the County that causes a change shall be treated as a change order under this section; provided, that the Contractor gives the County timely written notice stating the date, circumstances and source of the order that Contractor regards the order as a change order.

19.3 Contract Adjustments. Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.

19.4 Modification of the Job Order. If any change under this section causes an increase or decrease in Contractor's cost of or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the County shall negotiate an equitable adjustment and modify the Job Order in writing.

19.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:

a. Receipt of a written change order under §18.1 above; or
b. The furnishing of a written notice under § 18.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under §18.2 above.

19.6 Final Payment Limitation. No proposal from the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

19.7 Contract Extension Justification. The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

19.8 Contractor Price Breakdown Structure. Contractor, in connection with any proposal it makes for a Job Order change, shall furnish a price breakdown itemized as required by the County and the pricing matrix as required in the awarded contract.

20. ARS TITLE 34 PROVISIONS.

20.1 Individual Job Order Amount. The maximum dollar amount of an individual job order shall be Two Million Dollars ($2,000,000) or such higher or lower amount prescribed by the County in an action noticed pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as a maximum amount of an individual Job Order. Requirements shall not be artificially divided or fragmented in order to constitute a Job Order that satisfies this requirement.

20.2 Subcontractors. If the Contractor subcontracts or intends to subcontract part or all of the Work under a Job Order and if this Contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of Job Orders based on the number of units of standard individual tasks in the Job Order, then:

a. The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the Work under one or more Job Orders:

(1) A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.

(2) A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

b. If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to, or that has agreed to, do any of the Work included in any Job Order:

(1) A copy of the description of each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

(2) The number of units of each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

(3) The standard unit price for each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

c. The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location

21. RISKS AND LIABILITIES

21.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

21.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or

Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability Insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, XCU and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902(E), and when such Contractor executes the appropriate sole proprietor waiver form.

(4). Professional Liability (Errors and Ommissions Liablity), for projects involving a Design Professional. Coverage in an amount not less that $1,000,000 each claim and $1,000,000 aggregate. The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Work of this contract.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor's policies, as applicable, shall be primary and noncontributory with respect to any self insurance or insurance carried by the County, its agents, officials, or employees. .

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project

description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.

g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

21.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

b. Arise out of or are recovered under workers' compensation laws; and/or

c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

21.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold

harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

c. County may elect to participate in such action at its own expense; and

d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

21.5 Force Majeure.

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

b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

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

21.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

22. WARRANTIES

22.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

22.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

b. Be free from defects of material and workmanship;

c. Conform to or perform in a manner consistent with current industry standards; and

d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

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

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

22.5 Data Protection and Confidentiality of Records.

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

(1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to

each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

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

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

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

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

22.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

22.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

22.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

23. COUNTY'S CONTRACTUAL REMEDIES

23.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

23.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

23.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

23.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

23.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

24. CONTRACT TERMINATION

24.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

24.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

24.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

24.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

24.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

25. CONTRACT CLAIMS

25.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

25.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY **31 N. Pinal Street** **Florence, AZ 85132**	**ELLISON-MILLS CONSTRUCTION LLC** **3152 N. Lear Ave. Ste 2** **Casa Grande, AZ 85122**
BY: Jeff Serdy (Name)	**BY:** Jason DeCarlo (Name)
Chairman (Title)	Co-owner (Title)
Jeff Serdy (Signature)	(Signature)
DATE: June 7, 2023	**DATE:** 5/5/23

Approved as to Legal Content:

5/11/23

Pinal County Attorney's Office **(Date)**

PINAL COUNTY

Attachment A

Federal Certifications

Addendum for Agreements Funded by U.S. Federal Grant

Source of Funding:

Catalog of Federal Domestic Assistance (CFDA) Number: # XX.XXX
Link to program: XXXX

References:

Code of Federal Regulations ("CFR"), Title 2, Part 200 Uniform Requirements:

- CFR, Title 2: Grants and Agreements PART 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Supplemented by the Department of Justice: 2 CFR Part 2800

Federal Grants Financial Guide: DOJ Financial Guide

Definitions:

Allocable Costs. See 2 CFR § 200.405 Allocable costs.

(a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

(1) Is incurred specifically for the Federal award;

(2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and

(3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.

(b) All activities which benefit from the non-Federal entity's indirect (F&A) cost, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.

(c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two

or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

(d) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2 CFR §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.439 (Equipment and other capital expenditures).

(e) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

Allowable Costs. See 2 CFR § 200.403 Factors affecting allowability of costs.

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

(b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

(c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.

(d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

(e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.

(f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also 2 CFR § 200.306 (Cost sharing or matching) paragraph (b).

(g) Be adequately documented. See also 2 CFR §§ 200.300 (Statutory and national policy requirements) through 200.309 (Modifications to Period of performance).

Catalog of Federal Domestic Assistance (CFDA) Number. A five-digit number assigned by the Federal Awarding Agency in the awarding document of most grants and cooperative agreements funded by the Federal government.

Construction Work. The regulation at 41 CFR § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Contract. A legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor. An entity that receives a contract as defined in Contract.

Cooperative Agreement**.** A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 USC §§ 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 USC § 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:
(1) A cooperative research and development agreement as defined in 15 USC § 3710a; or
(2) An agreement that provides only:
(i) Direct United States Government cash assistance to an individual;
(ii) A subsidy;
(iii) A loan;
(iv) A loan guarantee; or
(v) Insurance.

Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Federal awarding agency. The Federal agency that provides a Federal award directly to a non–Federal entity

Federal Award. Depending on the context, in either paragraph (a) or (b) of this section:

(a) (1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability); or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability).

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 CFR § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a Contractor or a contract to operate Federal government owned, Contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Funding Agreements**.** The regulation at 37 CFR § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Non–Federal entity**.** A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization. Any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations**.** When used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity**.** A non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Reasonable Costs. See 2 CFR § 200.404 Reasonable costs.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.

(b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.

(c) Market prices for comparable goods or services for the geographic area.

(d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.

(e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

Recipient**.** A non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold**.** The dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR, Part 2, Subpart 2.1 (Definitions) and in accordance with 41 USC § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of 2 CFR § 200.67 (Micro-purchase)).

Subaward. An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subcontractor. Legal entity that enters into subcontract with a “Contractor.”

Subrecipient**.** A non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination**.** The ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

PINAL COUNTY

Federal Grant Provisions:

The following certifications and provisions may be required and apply when Pinal County expends federal funds for any purchase. Pursuant to 2 CFR § 200.327, all contracts, including small purchases, awarded by Pinal County and Pinal County' Subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

1. Termination for Default. Pinal County reserves all rights and privileges under the applicable laws and regulations with respect to this contract in the event of breach of contract. Pursuant to 2 CFR Part 200, Appendix II, paragraph (B), the County may terminate the contract in whole or in part for cause due to Contractor's failure to:

   (a) Comply with any requirement, term, or condition of the contract;

   (b) Obtain and maintain all required insurance policies, bonds, licenses, and permits;

   (c) Make satisfactory progress in carrying out the work; or

   (d) Failure to conduct business in an ethical or legal manner.

   Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

2. Termination for Convenience. Pursuant 2 CFR Part 200, Appendix II, paragraph (B), when Pinal County expends federal funds, Pinal County reserves the right to immediately terminate any contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination.

3. Equal Employment Opportunity. Pursuant to 41 CFR, Chapter 60, Part 60-1, the Contractor agrees as follows during the performance of this contract:

   (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with Davis-Bacon Act. Pursuant to the Davis-Bacon Act (40 USC §§ 3141-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and 2 CFR Part 200, Appendix II(D), Contractor agrees as follows during the performance of this Contract:

   (a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC §§ 3141- 3144, and 3146-3148) and the applicable requirements of 29 CFR pt. 5. The Contractor shall comply with 40 USC §§ 3141-3144, and 3146-3148 and the applicable requirements of 29 CFR pt. 5.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(c) Additionally, Contractors are required to pay wages not less than once a week

Reference link for Labor Standards https://www.hud.gov/sites/documents/4010.PDF

5. Compliance with the Copeland "Anti-Kickback" Act. Pursuant to the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Contractor agrees as follows during the performance of this contract:

(a) Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

(b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12."

6. Compliance with the Contract Work Hours and Safety Standards Act. Pursuant to 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 (see 2 CFR Part 200, Appendix II (E)), Contractor agrees as follows during the performance of this Contract:

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

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Pinal County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. Compliance with Section 3 Requirements. Pursuant to 24 CFR § 135.38, Contractor agrees as follows during the performance of this Contract. Contractor will be required to submit Section 3 compliance forms within three (3) days of contract award.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

8. Rights to Inventions Made Under a Contract or Agreement. Contractor agrees to comply with the requirements of 37 CFR Part 401, 2 CFR § 200, Appendix II (F), and any other applicable regulations issued by the Federal Awarding Agency during the performance of this contract.

9. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 *et seq*.

   (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   (b) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

10. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq*.

    (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that the Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

    (b) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

11. Suspension and Debarment. Pursuant to Executive Orders 12549 and 12689, Pinal County may, by written notice to Contractor, immediately terminate this Contract if Pinal County determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of this contract, the Contractor or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Contractor will notify Pinal County.

    Contractor agrees to comply with the following during the performance of this contract.

(a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor's *principals* (defined at 2 CFR § 180.995) or its *affiliates* (defined at 2 CFR § 180.905) are *excluded* (defined at 2 CFR § 180.940) or *disqualified* (defined at 2 CFR § 180.935).

(b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by Pinal County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). The Contractor agrees to comply with the following during the term of this Contract:

(a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

13. Procurement of Recovered Materials. Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (See 42 USC §§ 6901 *et seq*.; and 2 CFR § 200.323) during the performance of this contract.

    (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
        i. Competitively within a timeframe providing for compliance with the contract performance schedule;
        ii. Meeting contract performance requirements; or
        iii. At a reasonable price.

    (b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

    (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. Fly Ash Certification. Contractor agrees to comply with the following during the performance of this contract.

    (a) The percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines, Statutes, and/or Regulations for federally funded projects involving procurement of cement and/or concrete (Solid Waste Disposal Act; Resource Conservation and Recovery Act).

15. Fingerprint and Background Checks. In accordance with ARS § 15-512(H), a Contractor, Subcontractor or vendor, any employee of a Contractor, Subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to ARS §§ 41-1758 *et seq*.

16. Civil Rights Act of 1964, Title VI. Contractor agrees to comply with the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.) that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

17. Rehabilitation Act of 1973, Section 504. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR §§ 42.501 *et seq*.), as emended, that no otherwise individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds.

18. Age Discrimination Act of 1975. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC §§ 6101-6107 and 28 CFR § 42.700 et seq.), as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

19. Americans with Disabilities Act of 1990. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (42 USC §§ 12131-12134 and 28 CFR pt. 35), as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

20. Other Grant Specific Regulations. Contractor agrees to comply with the following during the performance of this contract.

    List here

21. Access to records. The following access to records requirements apply to this contract:

    (a) The Contractor agrees to provide the State of Arizona, Pinal County, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    (c) The Contractor agrees to provide the Federal Awarding Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

    (d) In compliance with the Disaster Recovery Reform Act of 2018, the Pinal County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.

    (e) Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

22. Contract changes and amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the County and Contractor.

23. Uniform administrative requirements, cost principles, and audit requirements. Pinal County adheres to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for all federal awards included in 2 CFR Part 200. The federal cost principles require all costs for projects to be allowable, reasonable, and allocable. Therefore transparency of the cost proposal is required to ensure compliance.

24. Buy American provision. Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 48 CFR § 52.225-1 through § 52.225-26 and 41 USC Chapter 83. The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

    The County has preference for domestic end products for supplies acquired for the use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Buy America Act.

    Exceptions to the Buy American provision should be used as a last resort; exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities or of a satisfactory quality, or (2) costs of a U.S. product are significantly higher than the non-domestic product.

    To be considered for the alternative or exception to the Buy American provision, the request must be submitted in writing to the designated Pinal County procurement official, a minimum of 7 days prior to delivery date. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price and (2) the reason for exception, with limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

25. Federal awarding agency seal, logo, and flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of the Federal Awarding Agency officials without specific pre-approval from the Federal Awarding Agency.

26. Compliance with federal law, regulations, and executive orders. This is an acknowledgement that financial assistance provided by the Federal Awarding Agency will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

27. No obligation by federal government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

28. Program fraud and false or fraudulent statements or related acts. The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

PINAL COUNTY

Ellison - Mills Construction LLC

Contractor Name

117967063

Contractor DUNS #

3152 N. Lear Ave, Ll., AZ, 85122-8146

Address, City, State, and Zip Code+4 (Use the following link if needed: https://tools.usps.com/go/ZipLookup)

520-858-6160 Jdecarlo@ellison-mills.com

Phone Number and Email Address

Jason DeCarlo - Co-owner

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

5/5/23

Date

PINAL COUNTY

Exhibit A

Scope of Work

To be included as a separate exhibit to the contract.
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

PINAL COUNTY

Exhibit B

Contract Pricing

To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

PINAL COUNTY

Exhibit C

Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

PINAL COUNTY

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 233828ROQ
Amendment # 3
Procurement Officer: Lorina Gillette, CPPB
Lorina.Gillette@pinal.gov

JOC Civil Construction Services

Contractor Name: **Ellison-Mills Contracting LLC**

Pursuant to Paragraph 18 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Signing of Contract Amendments), the term of this Contract is hereby extended to June 27, 2026.

2. Modified Section 16.3.d of the Contract. Section 16.3.d is modified and superseded in its entirety by the following:

   Job Order Value. The maximum Job Order value is Three Million Dollars ($3,000,000), except as provided in A.R.S. § 34-605.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Contractor hereby acknowledges receipt and understanding of the above amendment.

BY: Jason DeCarlo
(Name)

Owner
(Title)

(Signature)

Ellison-Mills Contracting LLC
(Contractor Name)

DATE: 5/9/2025

The above reference contract amendment is hereby executed this date by the County.

BY: Stephen Q. Miller
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

(Signature)

DATE: June 18, 2025

Battaglia Road Sewer
Phase I & II

N

1,000 500 0 1,000
Feet

Legend
- Phase I
- Phase II

Date: 3/9/2026