



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 01/07/25

** = Mandatory, information must be provided*

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Tucson Asphalt Contractors, Inc.

***Project Title/Description:**

FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3

***Purpose:**

Award: Contract No. PO2400017341. This award of contract is recommended to the lowest, responsive, responsible bidder in the amount of \$2,971,971.00 for a contract term of 01/07/25 to 07/30/25 for the construction of FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3. Administering Department: Transportation.

***Procurement Method:**

Invitation for Bid (IFB) No. IFB-2400007884 was conducted in accordance with A.R.S. § 34-201 and Pima County Procurement Code 11.12.010. Seven (7) responsive bids were received. Due to limited subcontracting opportunities, no SBE Goal was established for this project.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

Pavement repair of various roadways in Pima County will improve safety and the road lifespan for the traveling public. This Project is part of the FY2024/2025 Pavement Repair and Preservation Program.

***Public Benefit:**

Repaving 10.65 miles of public roadways within Pima County Board of Supervisors District 3 will improve traveling safety, road lifespan, and connectivity between rural communities.

***Metrics Available to Measure Performance:**

The roadways will be repaved, and performance will be measured using the contractor evaluation process as outlined in BOS Policy D29.1(E).

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: PO Department Code: TR Contract Number (i.e., 15-123): 2400017341
Commencement Date: 01/07/25 Termination Date: 07/30/25 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 2,971,971.00* Revenue Amount: \$

*Funding Source(s) required: County HURF

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's appraisal.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: James Johnson Digitally signed by James Johnson Date: 2024.12.13 13:45:58 -07'00' Division Manager: Scott Loomis Digitally signed by Scott Loomis Date: 2024.12.13 14:50:54 -07'00'

Department: Procurement Director: Terri Spencer Telephone: 520-724-3727

Department Director Signature: [Signature] Date: 12/16/2024
Deputy County Administrator Signature: [Signature] Date: 12/20/2024
County Administrator Signature: [Signature] Date: 12/20/2024



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: December 5, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-2400007884 for the FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3 Project that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after January 7, 2025.

Award is recommended to the lowest, responsive and responsible bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Tucson Asphalt Contractors, Inc.	\$2,971,971.00	\$2,971,971.00

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Sunland Asphalt & Construction, LLC	\$3,099,432.00
Granite Construction Company	\$3,196,739.00
KE&G Construction, Inc.	\$3,270,720.00
Borderland Construction Company, Inc.	\$3,441,066.02
iSX Construction, LLC	\$3,482,637.00
Cactus Transport II, LLC, dba Cactus Asphalt PAP, LLC	\$4,260,170.00
	Non-Responsive

Engineer's Estimate: \$3,752,750.00

Issued by: Judy Cooper, Procurement Officer

Telephone Number: (520) 724-3727

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

PROJECT: FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3

CONTRACTOR: Tucson Asphalt Contractors, Inc.
2680 E. Valencia Road
Tucson, Arizona 85706

CONTRACT NO.: PO2400017341

AMOUNT: \$2,971,971.00

FUNDING: County HURF

CONSTRUCTION SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Tucson Asphalt Contractors, Inc., hereinafter called Contractor, and collectively referred to as the Parties.
- 1.2. Authority. County requires, consistent with the provisions of A.R.S. Title 34, the services of a Contractor to provide all equipment, labor, and materials required to construct the FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3 (“Project”).
- 1.3. Solicitation. County previously issued Solicitation No. IFB-2400007884 (the Solicitation). Contractor submitted the low responsive, responsible bid in response to the Solicitation for said work and is qualified and willing to provide such services.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on January 7, 2025, and terminates on July 30, 2025, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Construction Completion. Construction completion time for the work to be performed under this Contract will be **90** working days after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time, as per PAG 2015 Specification Section 108-9.
- 2.3. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services. Contractor will provide County all labor, materials, and equipment necessary to complete the Project. All work will be done per specifications called for in the bid documents in Pima County Solicitation Number IFB-2400007884, Exhibit B – General Conditions (10 pages), Exhibit C – Special Provisions (35 pages including attachments), PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, and other documents incorporated into this Contract.

4. **Compensation and Payment.**

4.1 Compensation. County will pay Contractor as specified.

4.1.1 Invoices. Contractor will provide detailed documentation in support of requested payment. Contractor must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

4.1.1.1 For the period of record retention required under Section 24, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law

4.1.2 Price. Total payment for this Contract will not exceed \$2,971,971.00. County will make payments based on Exhibit A: Bid Schedule (2 pages) submitted by Contractor in response to Solicitation No. IFB-2400007884. County will pay line items for which the "Unit" is defined as L.S. as "Lump Sum". County will measure and pay the unit price for the actual quantities of work performed for other line items for which the "unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.) and for which there is a Unit Price in accordance with the Pima Association of Governments Standard Specifications for Public Improvements ("Standard Specifications"). The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

4.1.3 Work Performed. Contractor will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Contractor's own risk.

5. **Insurance.** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

5.1. Ratings. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5.2. Insurance Coverages and Limits.

5.2.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, personal and advertising injury and products – completed operations.

5.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

5.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of

one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

5.2.1.4. Claims-Made Coverage. Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

5.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

5.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

5.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

5.3.3. Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance.

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

5.4. Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the County project or contract number and project description.

5.5. Verification of Coverage:

Contractor will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

5.5.1. All certificates and endorsements, as required by this Contract, are to be received and approved by County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

5.5.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County project or contract number and project description on the certificate. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

5.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. **Indemnification.**

- 6.1. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractor. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
- 6.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the Contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.
- 6.3. Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project.

7. **Laws and Regulations.**

- 7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.
- 7.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.
- 7.3. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract.

- 8. **Status of Independent Contractor.** Contractor is an independent Contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

9. **Contractor/Subcontractor Performance.**

- 9.1. Performance. Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained

and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain County's approval.

- 9.2. **Responsibility.** Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Contract. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Contract, regardless of County having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to County.
- 9.3. **Subcontractor License.** Contractor will ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. Contractor will not permit any Subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors.
- 9.4. **Subcontractor Acts and Omissions.** Contractor will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay any Subcontractor, except as may be required by law.
- 9.5. **Subcontractor List.** Contractor must use the Subcontractor's named on Contractor's Subcontractor List submitted with the bid. No Subcontractor may be added or changed without the prior written approval of County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE Subcontractors may be approved at the discretion of County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of County. Approval for substitution of SBE Subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.
10. **Assignment.** Contractor will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. **Termination of Contract for Default.**

16.1. Upon a failure by Contractor to cure a default under this Contract within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Contractor. In this event, County may take over the work and complete it by Contract or otherwise. Contractor and its sureties, if any, will be liable for any damage to County resulting from Contractor's default, including any increased costs incurred by County in completing the work.

16.2. Default Events. The following constitutes an event of default:

16.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

16.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;

16.2.3. Failure to provide competent supervision at the site;

16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;

16.2.5. Failure to make prompt payment to Subcontractors or suppliers for material or labor;

16.2.6. Loss of Contractor's business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor's performance of this Contract;

16.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Contract; or

16.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Contractor, or Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

16.3. Termination. In the event of a termination for default:

16.3.1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Contractor for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;

16.3.2. County may withhold payments to Contractor arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Contractor is determined; and

16.3.3. Subject to the immediately preceding subparagraph 16.3.2, County's liability to Contractor will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

16.4. Non-Termination. County will not terminate the Contract for default or charge Contractor with damages under this Article if:

16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

16.4.1.1. Acts of God or of the public enemy,

16.4.1.2. Acts of County in either its sovereign or contractual capacity,

16.4.1.3. Acts of another Contractor in the performance of a contract with County,

16.4.1.4. Fires,

16.4.1.5. Floods,

16.4.1.6. Epidemics,

16.4.1.7. Quarantine restrictions,

16.4.1.8. Strikes,

16.4.1.9. Freight embargoes,

16.4.1.10. Unusually severe weather, or

16.4.1.11. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the Subcontractor(s) or suppliers; and

16.4.2. Contractor, within three days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) thereof. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the judgment of County the findings warrant such action, the time for completing the work may be extended.

16.5. Receipt of Notice. For the purposes of subsection 16.1 above, "receipt of notice" includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Contract.

16.6. Excusable. If, after termination of the Contract for default, County determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated the Contract for convenience as set forth in Section 17.

16.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.

17. **Termination for Convenience of County**. County may terminate this Contract at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of County, become its property. If County terminates the Contract as provided herein, County will pay Contractor an amount based on the time and expenses incurred by Contractor prior to the termination date. However, County will make no payment for anticipated profit on unperformed services.

18. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County has no further obligation to Contractor, other than payment for services rendered prior to termination.

19. **Notices.** Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Kathryn Skinner, P.E., Director
Department of Transportation
Public Works Building
201 North Stone Avenue
Tucson, Arizona 85701
Tel: (520) 724-6410

CONTRACTOR:

Jeff Peterson, VP of Estimating
Tucson Asphalt Contractors, Inc.
2680 E. Valencia Road
Tucson, Arizona 85706
Tel: (520) 990-9254

20. **Non-Exclusive Contract.** Contractor understands that this Contract is Non-Exclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

21. **Contract Documents.**

21.1. Incorporation of Documents: County and Contractor in entering into this Contract have relied upon information provided in Solicitation No. IFB-2400007884 - FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3 Project, Exhibit A – Bid Schedule, Bonds (Bid, Payment, and Performance Bonds), Exhibit B – General Conditions, Exhibit C – Special Provisions, Technical Specifications and Plans, Construction Documents, Drawings and Specifications, and on information provided in Contractor's response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

21.2. Order of Precedence: In the event of a conflict or inconsistency between or among the contract documents, the documents shall take precedence in the following order:

- 21.2.1. This Contract
- 21.2.2. Exhibit B – General Conditions
- 21.2.3. Exhibit C – Special Provisions
- 21.2.4. Plans and Technical Specifications
- 21.2.5. Contractor Response to the Solicitation
- 21.2.6. Instructions to Bidders
- 21.2.7. Invitation to Bid

21.3. Deviation: The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such agreement interpreting the documents shall be incorporated into the Contract by amendment.

21.4. Conflict: In the event of any conflict between any provision in the Special Conditions, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.

22. **Bonding Requirements.** In accordance with A.R.S. § 34-221, et. seq., the Contractor will provide Payment and Performance bonds for not less than 100% of the contract amount. Copies of the bonds will be attached to this Contract.

23. **Ownership of Documents.** Ownership of all original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Contract vests in and become the property of the County and will be delivered to County upon completion or termination of the services, but Contractor may retain record copies thereof.

24. Books and Records.

24.1. Maintenance. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

24.2. Retention. Contractor will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Contractor may, at its option, deliver such records to County for retention.

25. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

26. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

27. **Delays**. Neither party will be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

28. Disputes.

28.1. Resolving Dispute. In the event of a dispute between County and Contractor regarding any part of this Contract or the Parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Contractor's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

28.2. Performance. The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. Public Records.

29.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of Construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Contractor in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

29.2. Records Marked Confidential.

29.2.1. Any information submitted related to this Contract that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

29.2.2. Notwithstanding the above provisions, in the event records marked confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked confidential 10 business days after the date of notice to the Contractor of the request for

release, unless Contractor has, within the 10 day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential, nor shall County be in any way financially responsible for any costs associated with securing such an order.

30. **Legal Arizona Workers Act Compliance.**

- 30.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each Subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 30.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 30.3. Remedies for Breach of Warranty. Any breach of Contractor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement Subcontractor (subject to County approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.
- 30.4. Subcontractors. Contractor will advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
- "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."
- 30.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

31. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.

32. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or

services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

- 33. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
- 34. **Amendment.** Except for the amendment provision above in Section 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
- 35. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

(The remainder of this page intentionally left blank)

36. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

Each Party is signing this Contract on the date below that Party's signature.

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

Jeff Peterson, VP of Estimating | Project Management
Name and Title (Please Print)

12/12/2024
Date

ATTEST:

Clerk of the Board

Date

This contract template has been approved as to form by the Pima County Attorney's Office.



EXHIBIT A – BID SCHEDULE (2 pages)

IFB-2400007884

**FY25 PAVEMENT REPAIR AND PRESERVATION PROGRAM,
 HIGH VOLUME & LOW VOLUME ROADWAYS AVRA VALLEY AREA PULVERIZE/MILL AND PAVE –
 BOARD OF SUPERVISORS DISTRICT 3**

The undersigned Bidder hereby acknowledges receipt of the complete Bid Documents for this project and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project. By executing this Bid Schedule, BIDDER hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation, and services for the project in strict conformity with the Bid Documents, at the unit prices set in this Exhibit A. Failure to sign page 1 of 2 of this Bid Schedule shall result in Bid being deemed nonresponsive.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Any bid that fails to acknowledge any addenda that directly affects cost, scope or schedule will be rejected as nonresponsive.

Addenda #	By (Bidder Initials)	Date	Addenda #	By (Bidder Initials)	Date
1	<i>[Signature]</i>	11/07/2024			

BIDDER HEREBY CERTIFIES that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

SIGNATURE: *[Signature]* DATE: 12/03/2024

PRINTED NAME & TITLE: Jeff Peterson, VP of Estimating | Project Management

LEGAL COMPANY NAME: Tucson Asphalt Contractors

ADDRESS: 2680 E. Valencia Road

CITY: Tucson STATE: Arizona ZIP: 85706

TELEPHONE NO.: (520) 990-9254 EMAIL: jeff@tucsonasphalt.com

CORPORATE HEADQUARTERS (CITY, STATE) Tucson, Arizona

ARIZONA CONTRACTOR'S LICENSE NUMBER: ROC 116437 CLASS: B4

ARIZONA CONTRACTOR'S LICENSE NUMBER: _____ CLASS: _____

Exhibit A - Bid Schedule Con't

IFB-2400007884

FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3

Code	Description	UOM	Price	Quantity	Total Cost
202	Milling (2"depth)	Square Yard	\$2.05	68,000.00	\$139,400.00
202	Pulverization (6" depth)	Square Yard	\$2.29	88,500.00	\$202,665.00
205	Roadway Grading (compact to min. 98% standard, regrade for positive drainage)	Square Yard	\$0.69	88,500.00	\$61,065.00
406	Asphaltic Concrete (PG76-22TR+)	Ton	\$108.00	20,000.00	\$2,160,000.00
510	Adjust Water Valves and Boxes	Each	\$925.00	2	\$1,850.00
901	Mobilization	Lump-Sum	\$246,111.00	1	\$246,111.00
909	Adjust Survey Monuments As per Standard Detail 103-14" Round	Each	\$930.00	16	\$14,880.00
109	Fuel Adjustment Allowance	United States Dollar	\$4,000.00	1	\$4,000.00
406	Bituminous Price Adjustment Allowance	United States Dollar	\$82,000.00	1	\$82,000.00
930	Miscellaneous Work Contingency (unforeseen items due to field conditions + asphaltic bonus/deficiency adjustments)	United States Dollar	\$60,000.00	1	\$60,000.00
Total					\$2,971,971.00

Page 2 of 2

End of Exhibit A - Bid Schedule

EXHIBIT B - GENERAL CONDITIONS (10 pages)

ARTICLE 1. DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

Bid: The offer of the Bidder for the work when properly made out on forms containing the Bid for Lump Sum Construction supplied by County and properly submitted, signed and guaranteed.

Bid Documents: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

Bidder: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

Board: The Board of Supervisors, Pima County, Arizona, acting under authority of the laws of Arizona.

Building Code: The directions, provisions, and requirements contained in the current edition of the Building Codes, with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

Contract: The written Agreement between County and Contractor covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

Contract Bond: The approved form of security furnished by Contractor and its Surety as a guarantee on the part of Contractor to execute the work in accordance with the terms of the Contract.

Contractor: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

County: Pima County, Arizona, a body politic and corporate, the owner of the work.

Department: The Pima County Department of Transportation.

Director: The Pima County Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

Extra Work: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

Item: A detail of work for which separate payment is made.

Laboratory: The established laboratory of the Department or other laboratories authorized by County to test materials and work involved in the Contract.

Plans: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.

Project Manager, Engineer, or Architect: The person designated by County to oversee the project on its behalf.

Standard Specifications: The directions, provisions, and requirements contained in the current edition of the PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, as adopted by Pima County,

supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished, and measurement of payment of same.

Supplementary Agreement: A written agreement executed by Contractor and County covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

Supplementary General Conditions or Special Conditions: The Supplementary General Conditions or Special Conditions are additional to the General Conditions, which are conditions or requirements peculiar to the project under consideration.

Surety: The corporate body which is bound with and for Contractor, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

The Work: All of the work specified in the Contract.

ARTICLE 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

County does not guarantee the existence and locations of underground utilities indicated on the plans and Contractor will investigate and verify the location of underground utilities in the field before starting work. Contractor will carefully perform excavations in the vicinity of existing structures and utilities. Contractor is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least two full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

Contractor is fully responsible for costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and not all utilities may be shown. The possibility of conflicts with existing utilities –in-place exists. If conflicting utilities interfere with Contractor's normal progress toward completion of this project, County may, at its option, authorize Contractor to relocate said conflicting utilities by Force Account.

It is the responsibility of Contractor to contact the utility companies in order for them to determine if there is a need for any bracing or shoring of power to telephone poles during the construction of this project. If bracing or shoring is necessary, Contractor will effect this work to the satisfaction of the utility company. County will make no measurement or direct payment for bracing or shoring.

ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- a. Laws to be Observed -- Contractor is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless County and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by Contractor or by Contractor's employees.
- b. Permits and Licenses -- Contractor will procure all County building permits, and sewer connection fees. Contractor will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.
- c. Sanitary Provisions -- Contractor will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.

- d. Public Convenience and Safety -- Contractor will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Technical Specifications or Special Provisions.

- e. Barricades, Warning Lights, and Detour Signs -- Contractor will at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required will be considered as included and paid for in the contract prices for the work.

- f. Use of Explosives -- Prohibited

- g. Preservation and Restoration of Property -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of Contractor, Contractor will restore such property at its own expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

- h. Contractor's Responsibility for Work -- Until written final acceptance of the work by County, Contractor will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor will rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, Contractor will be responsible for all work and materials and will take proper care of the work, storing all materials if necessary, and will provide suitable drainage of the work and erect necessary temporary structures.

- i. Waiver of Legal Rights -- County will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by County or by any representative of County nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by County will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4. ACCIDENTS

Contractor will provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

Contractor must promptly report in writing to County all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, Contractor will report the accident immediately by telephone or messenger to both County and the Board.

If any claim is made by anyone against Contractor or any Subcontractor on account of any accident, Contractor will promptly report the facts in writing to County, giving full details of the claim.

ARTICLE 5. RESERVED

ARTICLE 6. RESERVED

ARTICLE 7. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract documents are complementary, and what is called for by any one will be as binding as if called for by all, and the most stringent requirement will apply. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications will be supplied unless distinctly so noted on the drawings. Materials or work described in words that so applied have a well-known technical or trade meaning will be held to refer to such recognized standards.

ARTICLE 8. DETAIL DRAWINGS AND INSTRUCTIONS

County will furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 9. COPIES OF DRAWINGS FURNISHED

County will provide, at no cost to Contractor, two complete sets of code approved construction documents in non-reproducible form.

County will provide, at no cost to Contractor, five (5) non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It will be Contractor's responsibility to ensure that any modifications called for as a result of the permit process are transferred to the bid sets.

Contractor may purchase additional sets of code-approved sets or bid sets construction documents, at its expense.

ARTICLE 10. ORDER OF COMPLETION

Contractor will submit at such times as may be requested by County, schedules which will show the order in which Contractor proposes to carry on the work with dates at which Contractor will start the several parts of the work and estimated dates of completion of the several parts.

ARTICLE 11. CONSTRUCTION DOCUMENTS ON THE JOB SITE

Contractor will keep one copy of code approved construction documents on the job site, in good order, available to County and to County's representatives. This set of documents will be kept current as to pending and approved changes in the work.

ARTICLE 12. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by County are the property of Pima County. They are not to be used on other work and with the exception of the signed Contract set, and are to be returned to County on request, at the completion of the work. All models are the property of County.

ARTICLE 13. CONTRACTOR'S UNDERSTANDING

Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of County, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

ARTICLE 14. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise agreed, Contractor will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise agreed, all materials will be new, and both workmanship and materials will be of good quality. Contractor will, if required, furnish satisfactory evidence as to the kind and quality of materials.

Contractor will at all times enforce strict discipline and good order among its employees, and will not employ on the work any unfit person or anyone not skilled in the work that Contractor assigns to that person.

ARTICLE 15. ROYALTIES AND PATENTS

Contractor will pay all royalties and license fees. Contractor will defend all suits or claims for infringement of any patent rights and will hold County harmless from loss on account thereof, except that County will be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if Contractor has information that the process or article specified is an infringement of a patent it will be responsible for such loss unless it promptly gives such information to County.

ARTICLE 16. SURVEYS, PERMITS, AND REGULATIONS

County will furnish all property surveys unless otherwise specified. Contractor will secure and pay for permits and licenses of a temporary nature necessary for the prosecution of the work except as noted in Article 3.b. County will secure and pay for easements for permanent structures or permanent changes in existing facilities unless otherwise agreed.

Contractor will give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If Contractor observes that the drawings and specifications are at variance therewith, it will promptly notify County in writing, and any necessary changes will be adjusted as provided in the Contract for changes in the work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to County, it will bear all costs arising therefrom.

ARTICLE 17. PROTECTION OF WORK AND PROPERTY

Contractor will continuously maintain adequate protection of all its work from damage and will protect County's property from injury or loss arising in connection with this Contract. It will make good any such damage, injury, or loss, except such as may be directly due to errors in the bid documents or caused by agents or employees of County. It will adequately protect adjacent property as provided by law and the bid documents. It will provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, Contractor, without special instruction or authorization from County, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and Contractor will so act, without appeal, if so instructed or authorized. Any compensation claimed by Contractor on account of emergency work will be determined by County.

Contractor is responsible for equipment, materials, and supplies until completion of the project and acceptance by County.

ARTICLE 18. INSPECTION OF WORK

County representatives will at all times have access to the work wherever it is in preparation or progress and Contractor will provide proper facilities for such access and for inspection.

If the specifications, County's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, Contractor will give County timely notice of its readiness for inspection and if the inspection is by an authority other than County, of the date fixed for such inspection. Inspections by County will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of County, it must, if required by County, be uncovered for examination at Contractor's expense.

Re-examination of questioned work may be ordered by County and if so ordered the work must be uncovered by Contractor. If such work is found to be in accordance with the bid documents, County will pay the cost of re-examination and replacement. If such work is found not to be in accordance with the bid documents, Contractor will pay such cost.

ARTICLE 19. SUPERINTENDENCE - SUPERVISION

Contractor will keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to County. The Superintendent will not be changed except with the consent of County, unless the Superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The Superintendent will represent Contractor in its absence and all directions given to it will be as binding as if given to Contractor. Contractor will give efficient supervision to the work using its best skill and attention.

If Contractor, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions, it will be its duty to immediately inform County, in writing, and County will promptly verify the same. Any work done after such discovery, until authorized, will be done at Contractor's risk.

Neither County nor Contractor, will employ an employee of the other without consent.

ARTICLE 20. RESERVED

ARTICLE 21. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. No such claim will be valid unless so made.

ARTICLE 22. DEDUCTIONS FOR UNCORRECTED WORK

If County deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price will be made therefor.

Contractor will promptly remove from the premises all materials condemned by County as failing to conform to the Contract, whether incorporated in the work or not, and Contractor will promptly replace and re-execute its own work in accordance with the Contract and without expense to County and will bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, County may remove them and may store the material at the expense of Contractor. If Contractor does not pay the expense of such removal within ten days' time thereafter, County may, upon ten days written notice, sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor.

ARTICLE 23. SUSPENSION OF WORK

County may at any time suspend the work, or any part thereof by giving three (3) days' notice to Contractor in writing. When the reason for such suspension involves safety, health or welfare issues, the three (3) day written notice requirement may be waived at the decision of the County Management. Contractor will resume the work within ten (10) days after the date fixed in the written notice from County to Contractor to do so.

ARTICLE 24. COUNTY'S RIGHT TO DO WORK

If Contractor neglects to prosecute the work properly or fails to perform any provision of this Contract, County may, after three (3) days written notice to the Contractor, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

ARTICLE 25. COUNTY'S RIGHT TO TERMINATE CONTRACT

If Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors for material or labor, or persistently disregards laws, ordinances, or the instructions of County, or otherwise is guilty of a substantial violation of any provision of the contract, then County may, without prejudice to any other right or remedy and after giving Contractor ten (10) days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method County may deem expedient. In such case Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess will be paid to Contractor. If such expense will exceed such unpaid balance, Contractor will pay the difference to County. County will certify the expense incurred by County as herein provided, and the damage incurred through the Contractor's default.

ARTICLE 26. REMOVAL OF EQUIPMENT

In any case of annulment or termination of this Contract before completion from any cause whatever, Contractor, if notified to do so by County, will promptly remove any part or all of its equipment and supplies from the property of County, failing which County will have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 27. USE OF COMPLETED PORTIONS

County has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking possession and use is not an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, Contractor will be entitled to such extra compensation, or extension of time, or both, as County may determine.

ARTICLE 28. PAYMENTS WITHHELD

County may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect County from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another Contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

ARTICLE 29. WARRANTY

Contractor will provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor will complete repair, or respond to County in writing with repair solution, within seventy-two (72) hours of notification by County. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

ARTICLE 30. LIENS

Neither the final payment nor any part of the retained percentage will become due until Contractor delivers to County a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information, the release and receipts include all the labor for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to County, to indemnify County against any lien. If any lien remains unsatisfied after all payments are made, Contractor will pay to County all monies that County may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 31. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by County's forces or other contractors is contiguous to work covered by this Contract the respective rights of the various interests involved will be established by the County to secure the completion of the various portions of the work in general harmony.

ARTICLE 32. SEPARATE CONTRACTS

County reserves the right to let other contracts in connection with this work. Contractor will afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work with theirs.

If any part of Contractor's work depends upon proper execution or results of the work of any other contractor, Contractor will inspect and its report will constitute an acceptance of the other contractor's work after the execution of its work.

To insure the proper execution of its subsequent work, Contractor will measure work already in place and will once report to County any discrepancy between the executed work and the drawings.

ARTICLE 33. COUNTY'S STATUS

The County has general review of the work and has the authority to reject all work and materials that do not conform to the Contract.

ARTICLE 34. CLAIMS AND DISPUTES

All claims, demands, disputes, controversies, and differences that arise between the parties hereto as result of or in connection with this Contract will be referred to County in writing with a request for review and response in accordance with this paragraph, which County will render in writing within a reasonable time.

Contractor will deliver written notice of each such claim, demand, dispute, controversy or difference to County within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to County within forty-five (45) days of such occurrence unless County specifies a different period of time in writing to Contractor. The submission to County with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

If either County or Contractor is dissatisfied with any decision of County and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

ARTICLE 35. CLEANING UP

Contractor will, as directed by County, remove from County's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

ARTICLE 36. RESERVED

ARTICLE 37. ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, county, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to Contractor for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 38. RESERVED

ARTICLE 39. RESERVED

ARTICLE 40. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should Contractor uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice will be served immediately to the County Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. Construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this Contract does not otherwise require the services of a Hazardous Materials contractor, abatement of such materials will be provided by Pima County, at its expense and independent of this Contract.

If this Contract already employs the services of a Hazardous Materials contractor, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21 "Claims for Cost of Additional Work".

ARTICLE 41. WASTE DISPOSAL FACILITIES

Contractor will legally dispose of all construction debris in appropriate County operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision applies.

ARTICLE 42. AS-BUILT DRAWINGS

Contractor will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to County one set of "As-Built" drawings including dimension, location of underground utilities, etc., upon completion of the work. As-Built drawings will be drawn and submitted in such a format as prescribed by County.

ARTICLE 43. RESERVED

ARTICLE 44. RESERVED

End of Exhibit B – General Conditions

EXHIBIT C – SPECIAL PROVISIONS (35 pages including attachments)

GENERAL NOTES

The project consists of asphalt pulverization or milling and 2”/2.5” overlay in the HV & LV roadways in **the Avra Valley Area** in Board of Supervisor District 3 within Pima County, including traffic striping, traffic control, and miscellaneous work as needed. The general project area is in north-central Pima County. **Project schedule should be coordinated to mitigate impacts with PCPDC’s West Silverbell Road, Blanco Wash Bridge project.**

The work shall be completed as called for in the Bid Documents, which includes the Notice of Invitation to Bid, Instructions to Bidders, Bid Proposal for Construction, Bid Schedule, Bid Bond, Sample Contract, Payment and Performance Bonds, General Conditions, Special Provisions, Project List and Location Maps, PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, and Bid Addenda (if any).

Estimated cost for the project is between \$3,500,000.00 and \$4,000,000.00. The project shall be complete and in place within **90 working days** from Notice to Proceed and will be completed no later than June 20, 2025, whichever comes first. Liquidated damages for late delivery will be assessed per PAG 2015 Specification Section 108-9.

Due to the limited scope of work, no goal for participation by Small Business Enterprises (SBEs) has been established for this project. However, contractors are encouraged to maximize the use of registered SBEs where possible.

This bid document contains provisions and requirements that vary from, or are not included in, the Standard Specifications. The provisions of this document take precedence over the Standard Specifications.

Bidding Information: Deliverables: Completed Bid (Exhibit A), Completed Project Schedule indicating project shall be complete and in place within **90 working days** from Notice to Proceed; however, all work shall be completed no later than June 20, 2025. Failure to provide a Project Schedule will be deemed “non-responsive.” Failure to provide a Project Schedule within the indicated timeframe will be deemed “non-responsive.”

1. **Project Location:** This project is located in Pima County, Board of Supervisor Districts 3 and consists of High Volume & Low Volume Roadways of Pima County. The general project area is west of Sanders Road and north of Twin Peaks Road. The Roadway Project List and Location Maps are provided; please refer to Attachment 1 and Attachment 2.
2. **Bidding Information:** Deliverables: See Section 6 of Instructions to Bidders.
3. **Scope of Work:** The project consists of pulverization or milling and replacing pavement (asphalt pulverization or plane/mill and 2” or 2.5” overlay) of High Volume & Low Volume Roadways in BOS 3 within Pima County.
 - A. Contractor shall identify and provide contact information for the project coordinator (which will include video communication capabilities), whom will be the single point of contact to oversee/coordinate/verify all efforts associated with the delivery of this work.
 - B. Contractor shall document the current roadway with as-built drawings, stationing every 500 feet, identifying tapers, widths, existing traffic marking/striping/signage, along with a video of the current roadway.

- C. Contractor shall provide an estimated quantity (tonnage) of asphalt required for each identified roadway segment and a separate value for any ancillary efforts (e.g. - driveways, speed humps).
- D. Contractor's surveyor shall identify (GPS with a ¼ ft. accuracy) and document the location of impacted utility facilities and provide a table containing utility, type, along with the x and y coordinates for said utility facilities.
- E. Contractor's surveyor shall identify and document any survey monumentation within the work areas. Those that will be disturbed shall be referenced using PCDOT Monument Reference forms/ field books and procedures prior to beginning construction activities. The Contractor's surveyor shall contact PCDOT Survey for further guidance prior to removing any monuments. Provide Survey Plan to PCDOT prior to beginning field survey for approval.
- F. Contractor shall develop and submit a template for approval, to provide *Weekly Project Reports* to the County which shall include a summary/compilation of all work completed during the week (e.g. – daily reports/logs, testing documentation, quality control reporting, lot material spread quantities, RFIs, and any other relevant project information). Approval of the *Weekly Project Report* is required prior to issuance of a Full Notice to Proceed (NTP). This report shall be submitted within one business day after the completion of the previous work week.
- G. Contractor shall develop and execute traffic control plan(s) per PAG 2015, Section 701 that will provide notification to the public in advance of work efforts (7 day advance notice is required) and traffic control during work efforts. All traffic control items shall be considered incidental to the project.
- H. Contractor shall provide an overall project schedule. "Three Week Look Ahead" schedule updates provided weekly. Both schedules shall show milling and paving efforts for each project area, utility raising and lowering, survey raising and lowering, pavement marking layout, final clean-up/shouldering activities, temporary pavement marking and final pavement markings.
- I. Contractor shall provide notification, in the form of flyers or door hangers, to all residents within a subdivision or along the unsubdivided local roadway where work will occur. Notifications shall be distributed no earlier than three weeks prior, but no later than one week prior, to work commencing in the subdivision or on the local roadway. The notification to residents shall consist of construction activities, along the roadway (e.g. – utility or monument adjustments, milling, paving, painting, shouldering, cleanup, etc.). A copy of the notification must be provided to Pima County 7 days prior to distribution for review and approval.
- J. Contractor shall maintain communication with Pima County Community Relations via email, [Community Relations](mailto:DOT_Comm_Relations@pima.gov) (DOT_Comm_Relations@pima.gov), and phone if necessary of all schedules, changes to schedule and project progression.
- K. Contractor shall be responsible for all material testing along with Quality Control efforts necessary to deliver this effort per the Standard Specifications. Contractor shall submit testing results no later than one business day after taken from field for all QC (asphalt & subgrade). Pima County will make available any Quality Assurance results to contractor.
 - o For subgrade work on pulverization and for project progression, a One Point Proctor Method A (AZ 232B) may be used to create a subgrade moisture-density relationship. A lab performed proctor shall be ran to verify the one-point proctor results. Density testing will be required per PCDOT Sampling Guide (rev. Aug. 20) (minimum 1 test each 500 LF per direction unless otherwise agreed upon in writing by the contractor and the county). Results shall be reviewed by Pima County or their representative, for compliance, prior to paving occurring. Any pavement placed prior to confirmation of acceptable subgrade density is at contractor's risk.

- Per current PAG specification, Section 406, Acceptance of Materials 406-2.12. At minimum, one sample per 500 tons of Asphaltic Concrete and Mineral Aggregate Gradation. One (1) Sand Equivalency test per day, as shall be taken. Asphalt sampling point shall be point of placement. Pima County reserves the right to request Contractor take and test core samples, as needed. **Note:** *that any new asphaltic concrete mix proposals require mix design verification prior to use.*
- L. Contractor shall have on site during paving operations, a Technician to complete daily reports which shall include at a minimum; documentation of temperatures, compaction, rolling patterns, tracking of all materials (source, type, quantity), and completion of Lot Material Spread Quantity reports in accordance with Section 110-2 Asphaltic Concrete.
- M. Contractor shall provide Pima County Pavement Management Project Manager or assigned inspector with daily AM/PM Yield sheets of asphaltic concrete no later than next day for each days paving operation. **NOTE:** *Excel version of PC Yield sheets, both mainline and miscellaneous, are available and requested to be utilized for determining AM / PM yields, then given to Pavement Management Project Manager or assigned inspector.*
- N. Contractor shall adjust utility facilities (as required) prior to and after work efforts. Utilities that are adjusted down shall be capped with Hot Mix or Cold Mix Asphalt. No utilities holes will be left overnight without trench plates per the PAG 2015 w/Amendments.
- O. Contractor shall remove obstructions and eradicate any vegetation within or adjacent to the roadway necessary to execute the contract. This minor removal and eradication work shall be considered incidental to the project.
- P. Contractor shall mill/plane 2" of existing asphalt (per **Attachment 1, Project List Table**).
- Q. Contractor shall pulverize 6" of existing roadway (inclusive of asphalt and subgrade) with appropriate moisture added during pulverization process (per **Attachment 1, Project List Table**).
- R. Contractor shall prepare subgrade for paving per current PAG 2015, Section 205 and corresponding revisions contained within this contract document.
 - **Pulverization:** Subgrade work after pulverization shall include recompacting the subgrade to minimum 98% density; hydration of subgrade material to promote desired compaction; grading and shaping of subgrade to allow positive drainage away from road or across drainage areas such as washes; control of cross slopes and grade to mitigate adverse changes from existing condition; and any other work consistent with prior to paving operations. All subgrade preparation efforts after pulverization shall be considered incidental to Item 4 – Roadway Grading.
 - **Milling:** Subgrade preparation after milling shall include grading and shaping subgrade for positive drainage, proof rolling, and other work as necessary to prepare the milled surface for paving and is considered incidental to the project. Contractor shall notify the county of irregularities in subgrade condition that may impede construction activities or affect the quality of the finished asphaltic concrete prior to paving. Subgrade preparation following milling is considered incidental to the project and **shall not** be paid under Item 4 - Roadway Grading.
- S. When there is existing asphalt remaining, Contractor shall sweep existing milled roadway where required and tack with Certified Boot Truck using CSS1 50/50 dilute at a maximum application rate of .08 gallons/SY and tack all vertical surfaces.

- T. When curbing is not present and unpaved shoulders exist, the contractor shall shoulder the roadway to meet the new edge of pavement. For the purposes of this contract, shouldering shall be defined to include grading and compacting any loose material disturbed by the project to eliminate drop-offs from newly paved pavement edge. Water shall be applied as needed to achieve proper compaction; density testing may be required at the County's discretion. The final surface shall have a smooth appearance, with no large rocks or asphalt chunks greater than 3 inches, conforming to the general shape and configuration of the surrounding area to ensure proper drainage. Shouldering activities shall be considered incidental to the project.
- U. Contractor shall pave new asphalt (2" fill after milling, 2.5" fill after pulverization per **Attachment 1, Project List Table**).
- V. Contractor shall replace all survey monumentation disturbed during work efforts in kind. Contractor shall replace said monuments as per Exhibit A, Bid Schedule, noting the different types of "Monuments" that are to be installed at noted locations. Cost for monumentation shall include frames and covers when necessary. Survey labor and recordation costs shall be considered incidental to the survey monument bid item.
- W. Contractor shall replace all traffic marking/stripping (paint, symbols, legends, thermoplastic, raised pavement markers) and matching to standard using Pima County and City of Tucson Department of Transportation Signing and Pavement Manual, December 2020, first Edition and Pima County Pavement Markings General Notes or as specified in the project pavement marking exhibits if provided. All traffic markings/stripping shall be considered incidental to the project unless major modifications are specified (**See Attachment 3 for striping modifications to be included in the project**).
- X. Contractor shall replace signage impacted as part of the project.
- Y. Contractor shall complete any other miscellaneous work necessary to deliver final paved roadway, complete and in place, supported by a final video of the completed roadway project and provide original or copy of video to Pima County upon request.
- Z. If speed humps are present on any roadway on the project list, contractor shall replace speed humps that were removed during the milling process. Contractor should use asphaltic concrete as specified per **Attachment 1, Project Roadway Lists – Speed Hump Table** and re-install per Pima County Standards. All edges of speed humps shall be processed to a point where the larger aggregate has been removed allowing for a clean edge from speed hump to road.
- AA. At traffic signals where advanced detection loops exist, the contractor will install a Miovision advance approach detection camera in place of the standard in-pavement advance loop detectors. One camera will be required for each approach where advanced detection exists. The camera shall be installed on nearest pole shaft or luminaire mast arm pole closest to the approach to be detected as directed by engineering representative in the field. Cameras shall be installed using standard 3/4 inch stainless steel banding and buckles and will require a threaded cable grip connector to be drilled and installed adjacent to the camera. The contractor shall install a 24 AWG CAT5e cable with polyethylene (PE) jacket with an aluminum-mylar internal shielding un-spliced, from the controller cabinet to the tip of the street light mast arm on pole on which the Miovision advance approach camera will be installed. An additional 3 feet of slack is required in each pull box. Cable model DWC (Distributor Wire & Cable) 2404PSCMX5EDB solid copper or approved equivalent. PCDOT will provide the detection camera and mount. The contractor will need to provide the banding, cable, connectors, traffic control, labor, and any other items required for installation. The work under this line item will be paid as a lump sum for each camera installed. The intersection approaches requiring the installation of advanced detection cameras are specified in **Attachment 1, Project Roadway Lists – Traffic Signal Advanced Detection**

The work shall be completed as called for in these documents, plan sheets, current edition of the PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, and Bid Addenda (if any).

4. **Work Schedule:** All work is to be complete within **90 working days from the notice to proceed however work will be completed no later than June 20, 2025**. For the purposes of this contract, working days shall be defined as any weekday (excluding county recognized holidays) after the notice to proceed and prior to substantial completion. Weekends or County holidays on which the contractor performs construction activities will also be counted towards the working days for the contract. Construction, including utility and monumentation adjustments, monument stamping/punching & temporary striping shall be completed within this time frame. Permanent striping, record of survey, and final documentation shall be completed no later than one month after substantial completion. The following scheduling constraints are included and shall be accommodated:

Construction sequencing and expectations are described herein. The Contractor shall consider the following contract requirements:

- A. Contractor shall schedule a pre-construction meeting within fourteen (14) calendar days of notice of award and held within thirty (30) days of notice of award.
 - B. Contractor shall identify project coordinator and their contact information.
 - C. Contractor shall submit a construction schedule for all project elements that meets or decreases the allotted Calendar Contract Days.
 - D. Contractor shall prepare traffic control plans prior to the pre-construction meeting in accordance with these specifications and submit them at or before the pre-construction meeting. Contractor shall note that all work shall be done during the day - one lane at a time, and at a minimum, it is required to maintain at least one open lane of traffic, using flaggers or pilot vehicles. Contractor may offer an alternative traffic control approach that will minimize disturbance to residents and businesses along the project.
 - E. Contractor shall provide for review and approval a *Weekly Project Report* template.
 - F. Contractor shall identify any intended staging areas and provide documentation of agreements with property owners if applicable.
 - G. Pima County will issue a NTP subsequent to the pre-construction meeting.
5. **Construction Sequencing:** Pima County will allow the Contractor to complete pre-construction activities (e.g. – documentation of pavement layout, determination/verification of asphalt quantities, utility locations, monumentation locations, pavement marking, striping, signing, video recording of roadway, etc.) prior to NTP at Contractor's own risk. The Contractor shall field verify all existing conditions specified herein prior to beginning construction. Any significant deviations to the conditions that may affect the timely construction of improvements shall be brought to the attention of the Project Manager within 24 hours of discovery. Pre-construction time will not count against working days. Working days will be counted beginning with the date of NTP.

Upon successful submission of Scope of Work - Items A thru H, County will complete a Quality Assurance review and issue a Notice to Proceed. Note: Contractor may submit Scope of Work – Items A thru H at the Pre-Construction meeting.

Prior to the delivery of any equipment, materials or supplies to the site of any work, or the beginning of any construction work, the Contractor shall take pre-construction photos or videos for the purpose

of establishing the conditions existing in all the areas to be affected by the construction and submit a digital copy to PCDOT prior to initiating construction activities.

A. Contractor shall schedule and conduct weekly construction meetings with Pima County. Meetings shall be on the day and time designated as per Pima County Pavement Management Project Manager.

B. Milling operations:

➤ **(ADVANCED MILLING OPERATIONS TO BE APPLIED WHEN WORKING ON LOW VOLUME ROADWAYS ONLY)**

a. The contractor shall provide a milling and paving plan for Pima County's review no less than 3 scheduled working days prior to the start of said operations.

1. The plan shall consist of daily milling and paving areas / roadways, projected amounts per day milling and paving and a Plan of Action (POA) if issues occur that delay or cause the milled areas not to be paved within the approved time frame. The plan shall be updated with a maximum advance schedule of up to one week.

b. Contractor shall assume all responsibility and liability for any areas milled and not paved.

c. Contractor shall repair, replace or service any subgrade that is left in a degraded state due to weather, machinery or any other circumstance that causes an undesirable product.

d. Contractor shall assume any and all cost to produce the desired subgrade prior to paving if the aforementioned instances occur.

e. If subgrade is compromised due to in-between period of milling and paving Contractor shall obtain approval from Pima County or its Representing inspectors that subgrade is acceptable for paving.

f. Contractor shall not have more than 17,000 (Seventeen Thousand) square yards of total milled area in advance of the paving operations at any time unless approved by the Project Manager prior to milling.

i. In the event of mechanical breakdown, by either the plant or the paving machine, resulting in shutdown and the contractor knowingly proceeded to mill additional areas without completing that day's paving, doing so will result in prohibited advance milling for remainder of contract and potentially affect future permissions for advance milling operations for any contractor not following this agreement.

g. The contractor **shall not** leave any areas milled over a **weekend and/or holiday** period for any reason if not previously approved by the Pima County Pavement Management Project Manager. Requests must be made two days in advance of the weekend and/or holiday in question.

C. Pulverization Operations:

a. The contractor shall provide a pulverization and paving plan for Pima County's review no less than 3 scheduled working days prior to the start of said operations.

1. The plan shall consist of daily pulverization and paving areas / roadways, projected amounts per day pulverizing and paving.

b. Contractor shall assume all responsibility and liability for pulverized subgrade that has not been paved. Subgrade shall be passable by traffic at the end of each working day.

- c. Contractor shall repair, replace or service any subgrade that is left in a degraded state due to weather, machinery or any other circumstance that causes an undesirable product in order to maintain a passable road to the traveling public.
 - d. If subgrade is compromised in-between period of pulverization and paving, Contractor shall obtain approval from Pima County or its Representing inspectors that subgrade is acceptable for paving.
 - e. Acceptable subgrade shall have no less than 98% density when directly under asphalt. Contractor shall notify Pima County if they are unable to achieve density due to adverse conditions and shall provide written proposal(s) of potential resolutions.
 - f. Contractor shall not have more than four centerline miles of total pulverized area open in advance of the paving operations at any time unless approved by the Project Manager prior to pulverization.
 - g. The contractor **shall not** leave any areas on exposed subgrade over a **holiday** period for any reason, unless previously approved by the Pima County Pavement Management Project Manager. Requests must be made two days in advance of the holiday in question.
 - h. Subgrade testing results shall be provided to the county within 24 hours after testing occurs for review. Contractor will not be allowed to proceed with paving efforts until proper density has been verified by the county or its representative.
- D. Contractor shall shore up edge of pavement at all driveways, mailboxes and areas not level with new pavement within one week of completion of paving roadway/street unless prior approval from Pavement Management Project Manager has been obtained.
 - E. Contractor to match improved driveways with asphalt (ie. brick, concrete, or asphalt).
 - F. Contractor shall have all utility adjustments, including water, sewer, and survey, completed within 30 days of completion of paving for roadway, street or subdivision unless prior approval from Pavement Management Project Manager has been obtained.
 - G. Contractor shall re-install speed humps, when removed for paving operations, within 45 days of completion of paving for roadway, street or subdivision unless prior approval from Pavement Management Project Manager has been obtained.
 - H. Contractor is not allowed to place millings on shoulder unless prior approval from Pavement Management Project Manager has been obtained.
 - I. Upon final asphalt placement, chip seal tabs shall be placed and removed prior to thermoplastic stripe installation. Contractor is to lay out for temporary striping and give Pima County 3 working days to review prior to installation. Temporary striping shall be installed within 7 days of final asphalt placement and must include all striping, ie shoulder, stop bars, pavement marking legends. Temporary stripe application rate and bead quantity shall be per note 8 of the Pima County Pavement Marking General Notes.
 - J. Final Thermoplastic Striping shall be completed 21-30 calendar days after temporary stripe placement for roadway, street, or subdivision unless prior approval from Pavement Management Project Manager. Application rate and bead quantity shall be per note 10 of the Pima County Pavement Marking General Notes.
 - K. Cleanup shall be completed within 10 calendar days of all utilities for roadway, street, or subdivision unless prior approval from Pavement Management Project Manager.

6. SPECIAL PROVISIONS

SECTION 109 – MEASUREMENT AND PAYMENT

109-13 COMPENSATION FOR FUEL ADJUSTMENT is hereby added to the Standard Specifications:

109-13.01 Fuel Cost Adjustment.

(A) General. The Agency will adjust monthly progress payments up or down as appropriate for cost fluctuations in diesel fuel as determined in accordance with these Special Provisions.

A fuel cost adjustment will be made when fluctuations in the price of diesel fuel, in excess of 15 percent, occur throughout this contract. The Agency will not provide such adjustments for fluctuations in the price of diesel fuel of 15 percent or less.

No adjustments will be made for fluctuations in the price of fuels other than diesel.

(B) Determination of Compensation. The base index price of fuel will be determined by the Arizona Department of Transportation (ADOT) from the selling prices of diesel fuel published by OPIS (Oil Price Information Service). The base index price to be used will be the price for Diesel fuel No. 2, Ultra Low Sulfur, PAD 5, City of Phoenix Rack. The reported average value for the Phoenix area will be used.

The base index price for each month will be the arithmetic average of the selling price for diesel fuel, as specified above, shown in the last four reports received prior to the last Wednesday of the month.

This price will be effective as of the last Wednesday of each month, and will be posted on the ADOT website, at <https://azdot.gov/business/contracts-and-specifications/bituminous-and-fuel-price-adjustment>, on or shortly after the last Wednesday of the month.

This price will be deemed the "initial cost" for diesel fuel on projects for which bids are opened during the following month.

The current index price for diesel fuel in subsequent months will be the base index price, determined as specified above, for the current month. The amount of adjustment per gallon will be the net difference between the "initial cost," adjusted by 15 percent, and the current index price. The monthly adjustment will be determined by the Engineer and included in the payment estimate as a fuel adjustment. For fluctuations in excess of 15 percent, fuel cost adjustments will only be made for current price index increases greater than 1.15 times the "initial cost" or for decreases less than 0.85 times the "initial cost." No calculation will be made for fluctuations in the current index price of 15 percent or less when compared to the "initial cost."

The expense of diesel fuel used per month will be considered to equal 1.5 percent of the dollar amount of work reported by the contractor for each month. Such dollar amount will not include incentives earned by the contractor for pavement smoothness, thickness, or strength for Portland cement concrete pavements; for pavement smoothness or quality lots for asphaltic concrete pavements; for any other revenue derived from quality incentives; or for revenue accrued in the previous month for bituminous material cost fluctuations or diesel fuel price adjustments.

A monthly adjustment, if applicable, will be made on this quantity, as shown below:

$$S = \frac{0.015(Q)}{IC} \times (CP - AC)$$

Where: S = Monetary amount of the adjustment (plus or minus) in dollars
CP = Current index price in dollars per gallon
IC = "Initial cost" as determined above, dollars per gallon
AC = Adjusted "initial cost" (1.15 or 0.85 times IC) in dollars per gallon
Q = Dollar amount of work completed for the month

If adjustments are made in the contract quantities, the contractor shall accept any fuel adjustment as full compensation for increases or decreases in the price of fuel regardless of the amounts of overrun or underrun.

The value calculated above (plus or minus) will be adjusted to include sales tax and other taxes as applicable.

No additional compensation will be made for any additional charges, costs, expenses, etc., which the contractor may have incurred since the time of bidding and which may be the result of any fluctuation in the base index price of diesel fuel.

No adjustments will be made for work performed after Substantial Completion has been achieved, as defined in Subsection 105-17, and for work performed beyond the contract time.

The need for application of the adjustments herein to extra work will be determined by the Engineer on an individual basis and, if appropriate, will be specified on the work order.

(C) Payment. Price adjustment will be shown on the monthly progress estimate, but will not be included in the total cost of work for determination of progress or for extension of contract time.

Fuel adjustment compensation (S) will be paid for at the contract unit price each for each dollar of compensation determined above, rounded to the nearest dollar, and will be paid for under Bid Item 1 - 109 - Fuel Adjustment Allowance.

SECTION 110 - CORRECTIVE REQUIREMENTS FOR DEFICIENCIES

SECTION 110-2 ASPHALTIC CONCRETE of the Standard Specifications is revised to add:

110-2.05 Material Spread. A spread lot shall be considered to be one-half shift of production. The contractor shall collect all scale tickets and record information pertaining to each spread lot in tabular format. Material spread information shall include the project number, date and period of time that each spread lot was placed, the spread lot number, beginning and ending station, the plans thickness, and tons placed in each lot. Completed spread lot forms shall be signed by the contractor and provided to the Engineer as part of the weekly project reporting efforts.

The Engineer, at his sole discretion, will determine areas of mainline and miscellaneous paving to be included in each spread lot and calculate the quantity of asphaltic concrete required in each spread lot using the mix design bulk density. The calculated quantity required in each spread lot will be compared to the actual quantity placed.

The collection of scale tickets and the recording of spread information is considered incidental to the work, as is any other expense for material spread being considered to be included in the respective bid item.

No expense will be reimbursed for material spread for areas determined to be in penalty or considered rejected or in instances where material spread information is not required by the Engineer.

(A) Mainline Paving Areas. When the actual quantity in a lot is found to vary between -2.1 and -10.0 percent of the calculated quantity, pay factors will be determined in accordance with Table 110-6.

When the actual quantity is found to vary by more than +5.0 percent of the calculated quantity no payment will be made for that quantity which exceeds the +5.0 percent limit.

**Table 110-6
 ASPHALTIC CONCRETE
 (MAINLINE PAVING OF ROADS IN POOR OR FAILED CONDITION)
 MATERIAL SPREAD QUANTITY DISCREPANCY**

Material Spread Variance	Contract Unit Price Reduction Pay Factor ⁽¹⁾ (Dollars per Ton)
More than 5.0%	Payment capped at 5% over
+3.1 to +5.0%	\$0.00/ton
-2.0 to +3.0% (Acceptable)	+\$1.00/ton
-5.0 to -2.1%	-\$1.00/ton
-10.0 to -5.1%	-\$3.00/ton
Beyond -10.0%	Reject
(1) Payment shall be computed by subtracting or adding the applicable Unit Price Reduction Pay Factor from the contract unit price for the asphaltic concrete and applying the adjusted price to the quantity of asphaltic concrete for the applicable range of material spread variance.	
(2) The contract unit price reduction pay factor shall not apply when contract unit price reduction factors for thickness deficiencies of Subsection 110-2.01 are applied.	

CONTRACT UNIT PRICE REDUCTION PAY FACTORS

(B) Miscellaneous Paving Areas. Miscellaneous areas may include areas such as turnouts, small tapers and pathways less than 10' wide. When the actual quantity in a lot is found to vary between -5.1 and -10.0 percent of the calculated quantity, pay factors will be determined in accordance with Table 110-7.

When the quantity is found to vary by more than +10.0 percent no payment will be made for that quantity which exceeds the +10.0 percent limit.

**Table 110-7
 ASPHALTIC CONCRETE (MISCELLANEOUS PAVING)
 MATERIAL SPREAD QUANTITY DESCRIPENCY
 CONTRACT UNIT PRICE REDUCTION PAY FACTORS**

Material Spread Variance	Contract Unit Price Reduction Pay Factor ⁽¹⁾ (Dollars per Ton)
More than 10.0%	Payment capped at 10% over
-5.0 to +10.0% (Acceptable)	+\$0.00/ton
-5.1 to -10.0%	-\$2.00/ton
More than -10.0%	Reject
(1) Payment shall be computed by subtracting or adding the applicable Unit Price Reduction Pay Factor from the contract unit price for the asphaltic concrete and applying the adjusted price to the quantity of asphaltic concrete for the applicable range of material spread variance.	
(2) The contract unit price reduction pay factor shall not apply when contract unit price reduction factors for thickness deficiencies of Subsection 110-2.01 are applied.	

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS of the Standard Specifications is revised to add:

- A. MILLING: This Item will require asphalt mill, sweep as needed, tack as needed, and fill with AC.

The agency does not guaranty any contamination of the millings due to AC thickness or milling widths that are outside edge of pavement. Contractor shall haul off millings. In some cases Pima County may be able to provide a dump location (e.g. – Snyder Hill Road Material Pit). In some circumstances, with prior approval from Pima County DOT Project Manager, the contractor may be able to place, grade, and compact millings along the shoulder provided the millings are blended with the existing soil to change the color of the millings to match the surrounding soil and will not impede natural flow of existing drainages.

- a. If milling to subgrade, this item will require grading/blading of surface to provide a smooth surface ready for paving. Preparation of subgrade will be required to ensure proper drainage of final roadway surface and control of existing grade and slopes to match existing unless otherwise specified in these documents or other written correspondence. Proof rolling may be required to identify any areas of unsuitable subgrade that may adversely affect paving operations. Proof rolling, if necessary, shall be considered incidental to the milling effort along with any other subgrade preparation necessary after milling activities.
- B. PULVERIZATION: This item will require asphalt and subgrade pulverization to a depth of 6” below roadway surface. Depth is inclusive of asphalt and subgrade; proportion of asphalt and subgrade may vary depending on the thickness of the existing asphaltic concrete. Water shall be added during pulverization process. Pulverized surface shall be considered a “disturbed surface” and will require Compaction and Finishing as defined in revised **PAG 205-3.04** below. Contractor shall be allowed to blade off a portion of material for use as shouldering material in order to maintain existing pavement elevation.

SECTION 205 – ROADWAY GRADING

205-3 CONSTRUCTION DETAILS

205-3.04 COMPACTING AND FINISHING revise the FIRST and SECOND paragraphs of the Standard Specifications to read:

The disturbed subgrade shall be compacted to a density not less than 98 percent of the maximum density as determined in conformance with the requirements of the applicable test methods of the Arizona Department of Transportation Materials Testing Manual, as directed and approved by the engineer or their representative when asphaltic concrete is to be placed directly on subgrade. Water shall be added as necessary to achieve density and is considered incidental to the compaction effort in conformance to PAG Section 206. Subgrade shall be graded and re-compacted to existing or approved roadway profile allowing for proper positive drainage away from roadway or through existing flow areas such as wash crossings.

The compacted surface shall remain firm and stable as demonstrated by the lack of observable signs of deformation from wheel loading, prior to and after placement of asphaltic concrete. If pumping subgrade should become evident at any time prior to paving, the Engineer may require proof rolling with a pneumatic-tire roller or other approved equipment in order to identify the limits of the unacceptable area. Proof rolling, if required, shall be considered incidental to the roadway grading effort.

205-5 BASIS OF PAYMENT

205-5 BASIS OF PAYMENT add the following after the FIRST paragraph of the current Standard Specifications to read:

The following equipment will be required as a minimum on the project:

- 1.) Motorized Grader (i.e. 140 Cat Blade).
- 2.) 9 Wheel Pneumatic Roller.
- 3.) Water Truck (minimum 1,500-gallon capacity).

It is expected that at the contractor's discretion, additional equipment above these minimum requirements should be used as deemed necessary to perform the scope of this contract. The use of additional equipment shall be considered incidental to the contract bid items and additional compensation shall not be provided by the County

SECTION 406 - ASPHALTIC CONCRETE

406-2 MATERIALS

406-2.02 Composition of Asphaltic Concrete Mixtures the SECOND sentence of the FOURTH paragraph of the Standard Specifications is revised to read:

For Pima County, All Roadways (Low Volume (LV) and High Volume (HV) roadways) shall be a PAG 2, as a non-RAP mixture with PG76-22TR+ binder. TR+ may be replaced with an equivalent or better binder upon approval from PCDOT. Speed Humps and Speed Tables shall be a PAG 2-LV, as a non-RAP mixture with PG70-10 binder.

406-5 BASIS OF PAYMENT of the Standard Specifications is modified to add:

406-5.01 Asphaltic Concrete Price Adjustment. An adjustment to the unit price of asphaltic concrete due to increases or decreases in the price of bituminous material, of any type, incorporated into the asphaltic concrete mix, will be made by the Agency when such increases or decreases occur after bid opening.

Adjustments to the unit price of the bituminous material specified in Subsection 406-2.05, shall conform to the following requirements.

A price for bituminous material will be determined monthly by Arizona Department of Transportation (ADOT) based on the selling prices published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The price will be the arithmetic average of the high and low selling prices for bituminous material shown in the previous four reports for the Arizona/Utah and Southern California regions. This value will be effective as of the last Wednesday of each month, and will be posted on the ADOT Contracts and Specifications Group website at <https://azdot.gov/business/contracts-and-specifications/bituminous-and-fuel-price-adjustment>, on or shortly after the last Wednesday of each month.

The "initial cost" of bituminous material, of the type or grade specified for a project, will be the cost, as determined by the Agency based on the above ADOT posting, for the month during which bids are opened for the project.

An adjustment in compensation will be made for either an increase or decrease in the cost of bituminous material based on the difference in sales cost using data from the ADOT posting, current as of the date(s) of placement of asphaltic concrete on the project, as compared to the "initial cost."

Adjustments to the cost of bituminous material shall conform to the following calculation:

BITUMINOUS MATERIAL COST (**Date of Use**) minus BITUMINOUS MATERIAL COST (**INITIAL**)

Multiply the above cost difference by the percentage of bituminous material in the asphaltic concrete mix design.

The resulting value is the cost adjustment amount to be applied to each ton of asphaltic concrete incorporated into the work.

EXAMPLE: "Initial" cost at bid opening = \$100.00/Ton
 Date of use cost = \$120.00/Ton
 Percent bituminous material per mix design = 5.2%

Asphaltic Concrete Price Adjustment = (\$120.00/Ton-\$100.00/Ton) x 0.052 = \$1.04/Ton

The tons of asphaltic concrete which are paid for on an invoice basis and for which an adjustment is applicable are the tons which have been delivered to the project and incorporated into the work. The adjustment will be applicable for each date of asphaltic concrete use. No adjustment will be made for waste, rejected or unused asphaltic concrete.

No further compensation, beyond that computed herein, will be made for any increased or additional charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bid opening and which may have resulted from an increase in the "initial" cost of bituminous material.

Upon expiration of the contract time stipulated in the contract documents or as may have been extended in conformance with the provisions of Subsection 108-8, any adjustment in the price of bituminous material shall use as its basis the cost determination from the Arizona Department of Transportation memorandum for the month in which the contract time, or approved extension thereto, expired.

SECTION 701 - MAINTENANCE AND PROTECTION OF TRAFFIC of the Standard Specifications is revised to add:

Traffic control shall protect vehicles and pedestrian traffic in the work area and from construction equipment. Traffic control shall comply with the referenced traffic control manuals and guidelines.

Contractor shall prepare and implement a Traffic Control Plan and Detour Plan for construction for each segment. Contractor approved plans shall be in-place prior to starting construction. No construction shall be done unless the approved traffic control signs are in place.

Convenient access to all residences and businesses shall be maintained and shall be available at all times during construction. **It shall be the Contractor's responsibility to coordinate his work with the residents and businesses so as to minimize local traffic through the work area.** Requests for roadway closure shall be made in writing at least five (5) days in advance for the Engineer's review and for ample time for notification and posting.

The Contractor shall be required to maintain at least one open lane of traffic unless the Contractor offers a traffic control approach that will minimize disturbance to residents. Appropriate signage and flagmen shall be utilized at all times during one-lane operations. The Contractor is advised of peak period traffic during the following intervals:

Morning – 7:00 A.M to 9:00 A.M

Evening 4:00 P.M. to 6:00 P.M.

The Contractor shall maintain access to all side streets, access roads, businesses, residences, driveways, alleys and parking lots except for that period when milling / paving is actually being placed and finished across their frontage.

Throughout the duration of construction, access to Sun Tran bus stops shall be maintained. When relocation of a bus stop is requested by the Contractor, and where the Engineer determines that

relocation of a bus stop is necessary to maintain access, the Contractor shall notify Bea Paulus at Sun Tran ((520) 206-8826) or Bob McGee ((520) 206-8807) 5 days in advance of work at that location.

Access to all schools shall be maintained during hours of school operation and activities. The Contractor shall coordinate his work with each school site administrator.

The Contractor shall not store equipment, supplies, materials, or debris on the sidewalks or bike paths.

SECTION 925 - CONSTRUCTION SURVEYING AND LAYOUT of the Standard Specifications is revised to add:

****Note: All existing survey monuments within the project area shall be located and referenced prior to any and all construction activities using the following procedures. ****

PROCEDURE FOR MONUMENT REFERENCING

- A. Prior to any land survey field activities commencing and/or Notice to Proceed (NTP) being issued, the contractor's surveyor will participate in a "Pre-construction" meeting with the Pima County Survey Section to review these procedures and project limits. In addition, a "Survey Plan" detailing the activities, personnel and management, shall be submitted, reviewed and approved prior to the surveyor beginning any fieldwork on the project.
 - a. **Note:** Under no circumstances shall any monument be removed without the approval of the Pima County Survey Section. A Request to Review shall be submitted by the contractor to Pima County upon completion of the referencing by their contract surveyor. Approval shall be issued upon review of the reference data and sheets. (See Section B)
- B. All Survey Monuments being referenced shall be recorded on the approved "Pima County Survey Monument Reference Record" form provided by Pima County Survey. Copies of all completed forms will be turned into Pima County Survey office for review prior to excavation of the existing monumentation. After construction is-completed, the original forms shall be submitted to Pima County as defined in the contract documents. Only the original approved forms will be accepted. Photocopied or scanned pages are not acceptable for final submission.
- C. If monumentation has been previously referenced, and all of previous reference ties are locatable and usable, then the surveyor shall verify and re-document their work on the "Pima County Survey Monument Reference Record". If previously recorded references are no longer acceptable or accurate, the surveyor shall reset references and document the work on the "Pima County Survey Monument Reference Record" form. The surveyor shall describe all found/set monuments and accessories and note all reference materials used in the research (Corner Tie records, Record of Surveys, etc.).
 1. Keep all additional field notes in a bound survey field book, providing the original field book to Pima County Survey for archival purposes. (Photocopied and/or scanned pages are not acceptable). References of monuments inside a subdivision can be recorded in a Survey "field book" with the exception of any aliquot corners which shall be recorded on the provided "Pima County Survey Monument Reference Record" sheet.
- D. Monuments will only be referenced by one of the following two methods:
 1. Setting a reference point, then occupying the set point, sight through the monument to set the second reference point on a straight/tangent line.
 2. Occupying the monument itself, set the first reference point, then double-centering to set a second reference point on a tangent line.

- E. Locating redundant references along the prolongation of the primary reference lines should be done for all aliquot corners and in the areas that are suspected to be problematic during construction (works well for referencing downside streets).

Locations of monument references shall be at or near existing right of way lines. If this is not practical, then the points will be located at a practical distance outside of the roadway surface but within the existing right of way. **Note: No reference point shall be set within 3 feet of any existing edge of pavement.**

In subdivisions with curb and sidewalks, the reference points shall be set in the area between the curb and sidewalk. Scribed or chiseled points can be set on the curb top (vertical with flat top only) or the sidewalk.

A total of four (4) reference points will be set, two (2) at each end on two (2) opposing lines unless impractical or otherwise noted.

Rotate both reference lines apart from one another as near to 90 degrees as practical or possible.

Swing-tie references to a monument are not acceptable as the 'primary' references.

- F. Monumentation will be referenced only using optical instrumentation (Total Station or Theodolite) with an accuracy of 5 seconds or better. When practical, measured distances of less than 60 feet are to be made using a steel tape and plumb bob. Line should be taken with a pencil or plumb bob rather than an unadjusted stakeout rod or tripod candy cane.

NOTE: Global Positioning Systems (GPSs), including survey grade instruments, are not acceptable equipment for referencing monumentation and/or monument ties. Additionally, use of Robotic Total Stations, occupying random points to set or collect reference ties, will not be permitted.

Establishing coordinates, either optically or with GPS, for references, may aid in the recovery of an accessory, coordinates may not be used as a substitution for any disturbed references points. The Basis of Coordinates must be included with the reference documentation provided.

- G. Upon completion of referencing, the surveyor shall mark the ground using White paint "OK". Under no circumstances shall an unmarked location be excavated without the approval of the Pima County Survey Section.

- H. The following are examples of acceptable monument reference materials:

1. 5/8x18 inch rebar with a brass tag stamped: 'RM' or 'RP' and the surveyor's registration number.
2. Punched ACP set on a rebar stamped: 'RM' or 'RP' and the surveyor's registration number (Firmly secure ACP on rebar by first rounding the top of the rebar by either grinding or pounding it out).
3. **Inside subdivisions**, an untagged 60D nail, with whiskers or flagging attached, can be used as a (temporary) reference for monuments in non-arterial roads only. All aliquot corners must be referenced as detailed in item F.1.

The following are examples when setting a reference on a concrete surface.

4. A screw through a brass tag with the tag stamped: 'RM' or 'RP' and the surveyor's registration number.
5. "Crow's foot" (Y) chiseled onto a concrete surface pointing toward the monument.

6. **DO NOT** use or create a chiseled 'cross' (+) on a concrete surface (the City of Tucson utilizes the chiseled 'cross' to denote a benchmarks).
- I. Additionally, all reference ties will be dimensioned from a curb BCR, ECR, prolongation of street centerline, or another easily identifiable permanent structure. Log this data into the Pima County Survey Monument Reference Record.
- J. All monuments found in pavement areas to be disturbed shall be referenced, including but not limited to Brass Cap Survey Monuments (BCSM) in concrete, BCSM in concrete with castings, Aluminum Capped Pins (ACP), rebar and/or any other monument stamped or marked with a Registered Surveyor's license number, firm name or municipality identification. Any questions regarding the found points and the application of these procedures shall be directed to the Pima County Survey office for clarification prior to excavation of the area.
- K. If the found monumentation lies more than 3 inches below the existing pavement finished grade, that depth shall be noted on the reference sheet. After the milling and repaving is completed, the contractor shall uncover the existing monument and set a new frame and cover per PCDOT Standard Detail 103, Sht. 2 of 3.
- L. Monument replacement shall adhere to the PAG Standard Specifications for Public Improvements, Volume 1, 2015 Edition, Section 925 Construction Surveying and Layout. All work under this procedure shall be performed under the direction of a Registered Land Surveyor registered in the State of Arizona.
- M. Layout for Construction:
 - a. Mill/Pulverize and Pave Projects:
 - i. Layout for construction of new monuments shall be by occupation of one reference point and sighting the second reference point. Straddle points will be set on either side of the monument location no closer than 2 feet distance from the monument location. The opposing reference line shall be set utilizing this same method. **The use of GPS grade equipment or Robotic Total Stations for layout is strictly forbidden.**
 - ii. **Only** brass cap survey monuments or equivalent type monuments, bearing a registrant's number, located within 2 1/2 inches of the existing paved surface shall be replaced with a new brass cap survey monument flush with the new pavement. All other found monumentation shall be replaced with a PK nail, or equivalent, and aluminum washer stamped with the registrants identifying number. No layout will be required for non-BCSM or Frame and Cover locations. Existing monuments lying below 2 ½ inches of the finished paved surface shall have a Frame and Cover set above the exposed monument. (See PC Standard Detail 103.)
 - iii. The contract surveyor shall mark the ground with paint according to the appropriate situation. Markings shall be as such: "BCSM" = standard Brass Cap Survey Monument, or "CSTG" = Frame and Cover.
 - b. Overlay Projects:
 - i. Layout for construction of new monuments that have been buried under the new layer of asphalt shall be by occupation of one reference point and sighting the second reference point. Temporary straddle points will be set on either side of the monument location no closer than 2 feet distance from the monument

location. The opposing reference line shall be set utilizing this same method. A small hole shall be made, at the intersection of these two lines, to expose the existing monument. Permanent straddle points shall then be set to reference the existing monument no closer than 2 feet distance from the monument location and each provided reference line shall be set as close to perpendicular to each other as possible. **The use of GPS grade equipment or Robotic Total Stations for layout is strictly forbidden.**

- N. In situations where the monument location is within/on the collar or rim of an existing sewer manhole, the monument location will be referenced as detailed above (Section F).
- O. When construction of the new pavement is completed and the new manhole collar has been set, the monument location will be established by setting four (4) nails with tags or washers, with the registrant's license number affixed, to the nail, at a point outside of the collar but no nearer than one (1) foot from the outside edge of the collar. The four nails shall be set creating two straight lines (180 degrees) through the monument location with the two separate lines set as close to perpendicular to each other as possible.
- P. A Record of Survey will be prepared by an Arizona Registered Land Surveyor and filed at the Pima County Recorder's office after construction of the new monuments as required by State Statute and defined in the Arizona Boundary Survey Minimum Standards. The contractor shall submit all drafts of the post construction Record of Survey to the Pima County Survey Section office to review all drawings prior to recordation by the surveyor.
Questions regarding the field procedures or useable reference material, shall be directed to the Pima County Surveyor at 520-724-2452

(rev'd 03/17/2022)

SECTION 1005 – BITUMINOUS MATERIALS FOR SURFACING

1005-3 BITUMINOUS MATERIALS REQUIREMENTS

1005-3.01 Asphalt Cement of the Standard Specifications is modified to read:

TABLE 1005-1 of the Standard Specifications is modified to read:

TABLE 1005 – 1 ASPHALT BINDER ADJUSTMENTS TABLE			
Test Property	AASHTO Test Method	Test Results	Percent of Contract Unit Price Allowed
Dynamic Shear of Original Binder: G*/Sin δ, kPa	T 315	≥ 1.00 0.90-0.99 0.70-0.89 < 0.70	100 95 85 70 (1)
Dynamic Shear of RTFO Binder: G*/Sin δ, kPa	T 315	≥ 2.20 2.00-2.19 1.60-1.99 < 1.60	100 95 85 70 (1)
Dynamic Shear of PAV Binder: G*Sin δ, kPa	T 315	≤ 5000 5001-5500 5501-7000 7001-8000 > 8000	100 95 85 75 65 (1)

Creep Stiffness of PAV Binder: S, MPa	T313	≤ 300	100
		301-330	95
		331-450	85
		451-600	75
		> 600	65 (1)
m-value at 60 sec.	T313	≥ 0.300	100
		0.270-0.299	95
		0.230-0.269	80
		< 0.230	65 (1)
<p><u>Notes:</u></p> <p>(1) Reject Status: The pay adjustment applies if allowed to remain in place.</p> <p>(2) Specified properties in AASHTO M 320 for flash point, viscosity at 135 °C, and mass loss are not considered performance related. Specification deficiencies for these properties shall be cause for a work stoppage until specification properties are met, but will not be cause for a pay adjustment.</p> <p>(3) Should the bituminous material be deficient on more than one property, the pay adjustment will be the greatest reduction to the contract unit price specified considering individual test results.</p> <p>(4) The information presented in this table does not apply to asphalt cement used for tack coats.</p>			

7. Project Acceptance:

All items of work shall be completed and accepted by the Project Manager's Representative during a Final Inspection. If the Final Inspection should reveal work that is not completed or is unacceptable to the Project Manager's Representative for any reason, a "punch list" of these items shall be generated and provided to the Contractor. Substantial Completion (for the purpose of stopping the contract time) will be granted in accordance with Section 105-17 of the Specifications. Once Substantial Completion is granted, the Contractor shall actively work to achieve Final Acceptance of construction of the Contract within (fifteen) 15 calendar days from the Substantial Completion date of that phase (roadway segment completed). Failure to prosecute the remaining work within this time period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance. When the work on this list has been satisfactorily completed, Final Acceptance shall be given for all items of work.

8. Project Specifications:

The work herein shall be performed in accordance with the requirements of the following separate documents:

Current PAG, Standard Specifications and Details for Public Improvements, 2015 Edition with Amendments:

<http://apps.pagnet.org/standardspecifications/>

Manual on Uniform Traffic Control Devices for Streets and Highways, December 2009, and Amendments.

https://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

Arizona Supplement to the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition

<https://azdot.gov/sites/default/files/2019/10/arizona-supplemental-modifications.pdf>

Pima County and City of Tucson Department of Transportation Signing and Pavement Manual, December 2020, first edition.

<https://content.civicplus.com/api/assets/c8d13f95-b46c-446e-97fe-8e5127201983>

Pima County Pavement Marking General Notes

<https://content.civicplus.com/api/assets/2ddfa7a0-363f-4fa1-89f9-6fe7ff92e098>

Additional Tucson Water, Standard Specifications, not included in the Standard Specifications for Public Improvements, 2003 Edition. <https://www.tucsonaz.gov/water/spec-book>

Pima County Regional Wastewater Reclamation Department Standard Specifications and Details for Construction, 2022. <https://content.civicplus.com/api/assets/82db6816-17b9-4383-8c2e-591b24dd23f4>

Pima County Roadway Design Speed Hump Details, June 2022.

<https://content.civicplus.com/api/assets/ae71b692-8c4d-49da-9b49-7ac81ec82e82>

Remainder of Page Intentionally Left Blank.

EXHIBIT C – ATTACHMENT 1 (1 page)

PROJECT ROADWAY LISTS

ARTERIAL / COLLECTOR ROADWAY LIST

6” Pulverization & Pave:

LOC	ROADWAY	PULVERIZATION AND PAVING LIMITS		MIX HV/LV	AREA (SY)	LENGTH (feet)
		FROM	TO			
1	W SILVERBELL RD	N TRICO RD	N COCIO RD	HV	44,283	16,381
2	W SILVERBELL RD	2473 FEET FROM W KALAMA CI / W SILVERBELL RD	N TRICO RD	HV	41,032	15,378

2” Mill & Pave:

LOC	ROADWAY	MILLING AND PAVING LIMITS		MIX HV/LV	AREA (SY)	LENGTH (feet)
		FROM	TO			
3	N CLAYTON RD	W TWIN PEAKS RD	W AVRA VALLEY RD	HV	18,235	6,218

LOCAL ROADWAY LIST

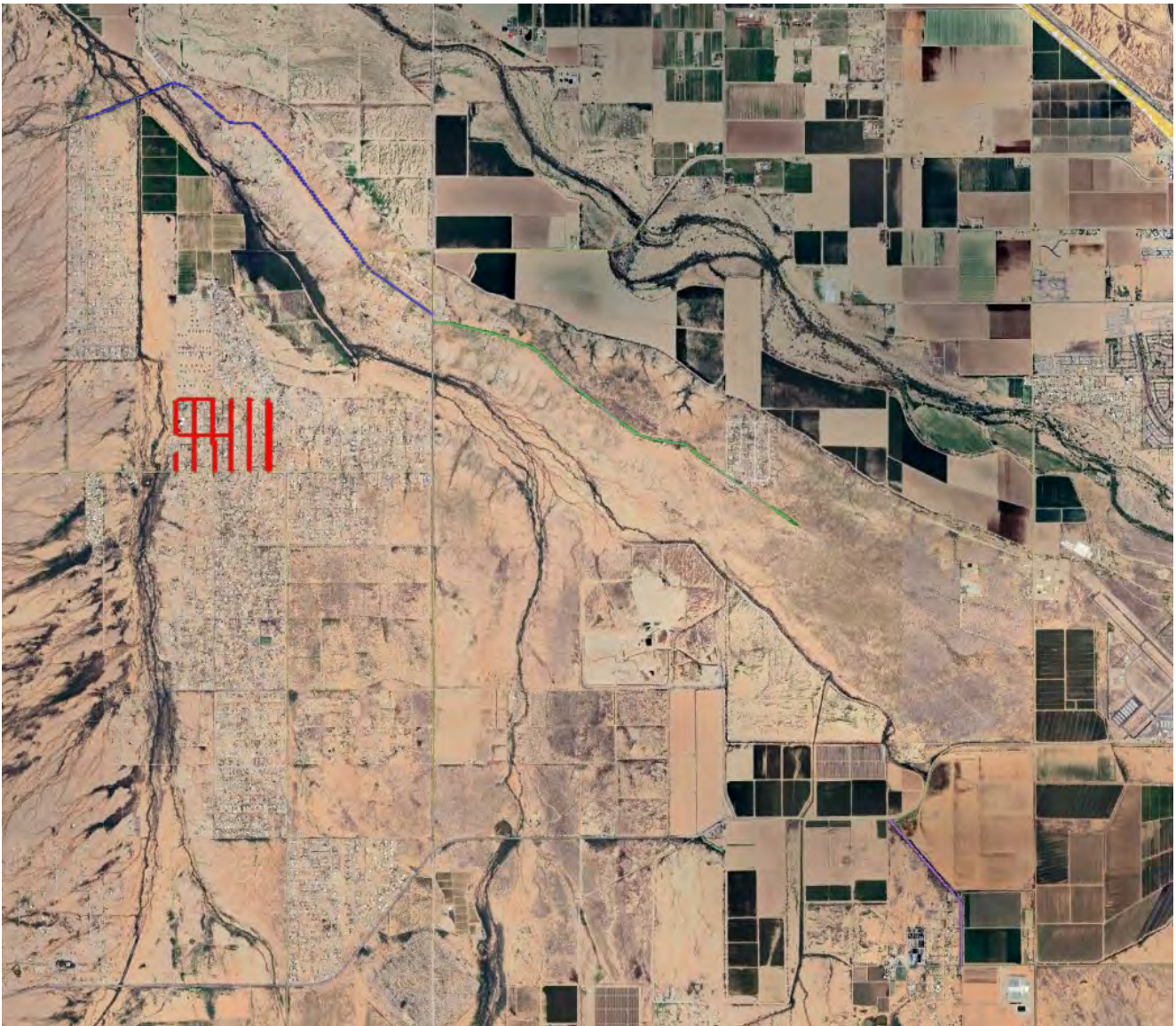
LOC	ROADWAY	MILLING AND PAVING LIMITS		MIX HV/LV	AREA (SY)	LENGTH (feet)
		FROM	TO			
4	<i>EL TIRADOR ESTATES (1-183)</i>					
	N DERRINGER RD	W EL TIRO RD	W MOORE RD	LV	6725	2611
	N FLINTLOCK RD	W EL TIRO RD	W MOORE RD	LV	6795	2621
	N MUSKET PL	W EL TIRO RD	664 FEET FROM N MUSKET PL / N MUSKET RD	LV	1951	664
	N CARBINE RD	W EL TIRO RD	W MOORE RD	LV	6715	2593
	N MUSKET RD	W SANDY ST	W MOORE RD	LV	3695	1297
	N SINGLE SIX RD	W EL TIRO RD	W MOORE RD	LV	6943	2580
	N SPRINGFIELD RD	W EL TIRO RD	W MOORE RD	LV	6596	2634
	W SANDY ST	N SINGLE SIX RD	N MUSKET RD	LV	5066	1969
W MOORE RD	N MUSKET RD	N DERRINGER RD	LV	3149	1316	

EXHIBIT C – ATTACHMENT 2 (4 pages)

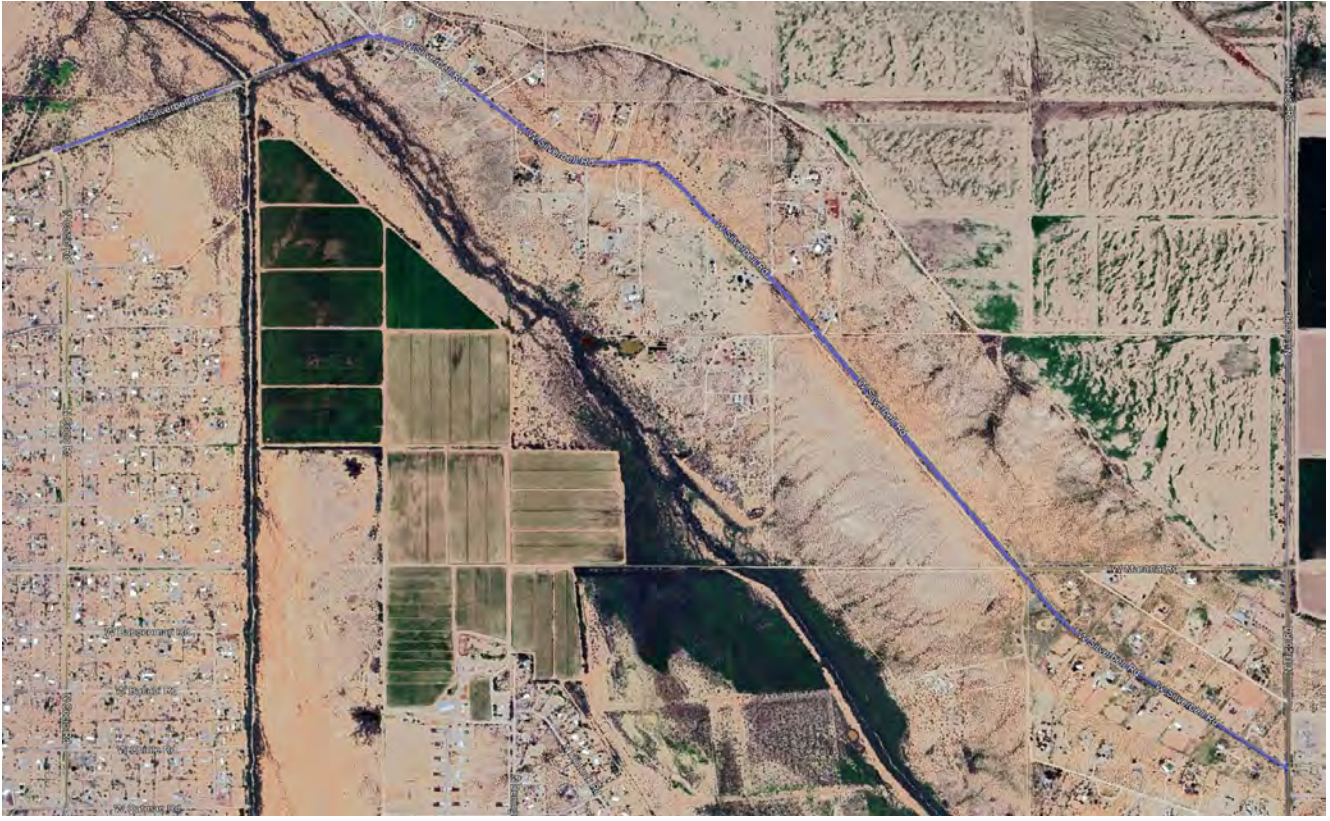
PROJECT MAPS

The order of the attached maps does not indicate the order to which the project is required to be performed or completed. The contractor may schedule work in such a way to where it is beneficial for their time management.

Project Area Map

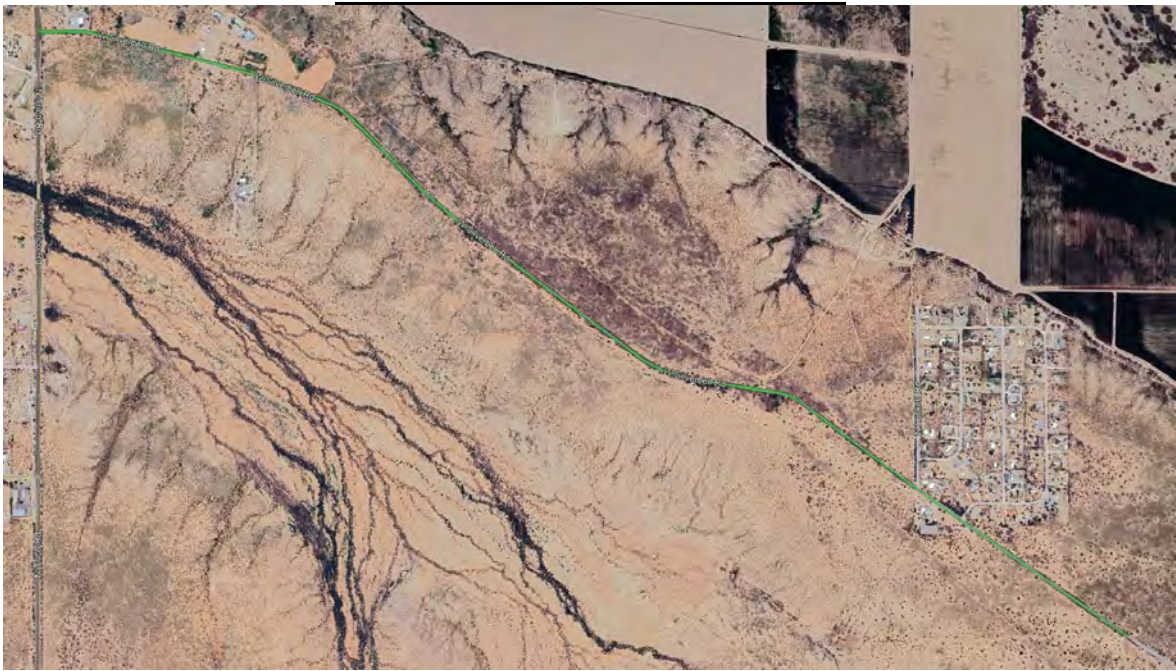


Location 1 – W Silverbell Road



****NOTE: Project limits to tie into 4SRBWB project paving limits.****

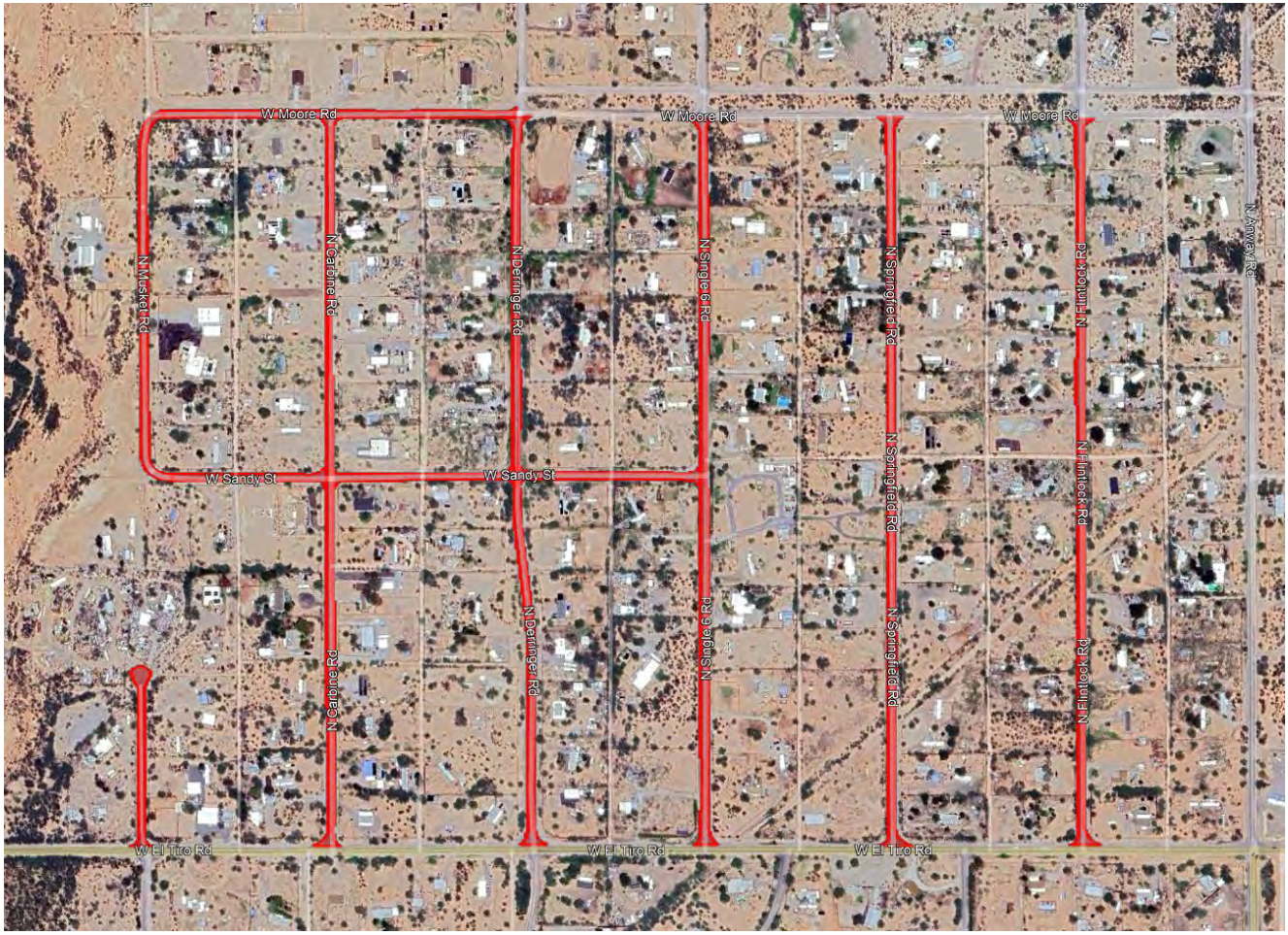
Location 2 – W Silverbell Road



Location 3 – N Clayton Road



Location 4 – El Tirador Estates (1-183) Subdivision



Remainder of Page Intentionally Left Blank.

EXHIBIT C – ATTACHMENT 3 (9 Pages)

PAVEMENT MARKING MODIFICATION PLANS

The attached maps show minor pavement marking changes to be made as part of the project. These changes alter the existing pavement marking configuration.

If specific plans are not included for a roadway or a portion of a roadway, then the pavement markings should be put back in the original configuration but to the current standard. Pima County standard travel lane width shall be considered 11' wide (center of stripe to center of stripe) unless otherwise specified.

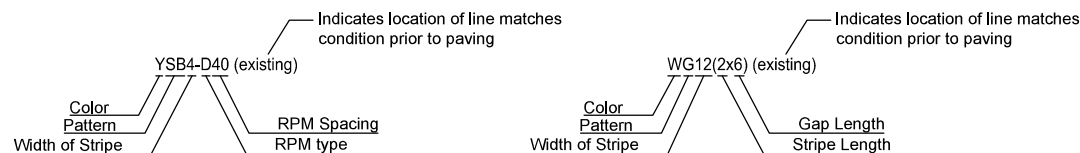
Remainder of Page Intentionally Left Blank.

PAVEMENT MARKING GENERAL NOTES:

- ALL EQUIPMENT/MATERIALS AND CONSTRUCTION SHALL MEET OR EXCEED THE REQUIREMENTS CONTAINED IN THE CURRENT PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND THE STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, THE SPECIAL PROVISIONS AND THE APPROVED PLANS. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE PC/COT PAVEMENT MARKING DESIGN MANUAL AND APPLICABLE AMENDMENTS.
- THE STRIPING CONTRACTOR SHALL CONTACT THE PIMA COUNTY PAVEMENT MARKING SUPERVISOR (520-724-2356) AT LEAST 3 WORKING DAYS IN ADVANCE OF ANY PAVEMENT MARKING LAYOUT BEING INSTALLED TO SCHEDULE INSPECTION AND APPROVAL OF PAVEMENT MARKINGS DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY, STATE HOLIDAYS EXCLUDED.
- UPON APPROVAL OF THE PAVEMENT MARKING LAYOUT, THE PIMA COUNTY PAVEMENT MARKING SUPERVISOR WILL ISSUE WRITTEN AUTHORIZATION TO THE CONTRACTOR TO PROCEED WITH INSTALLING ALL PAVEMENT MARKINGS AND ASSOCIATED REFLECTIVE RAISED PAVEMENT MARKINGS.
- THE PERMANENT PAVEMENT MARKINGS MAY BE MODIFIED AS DIRECTED AND APPROVED BY THE TRAFFIC ENGINEER OR THEIR DESIGNEE.
- SEE TABLE BELOW FOR DESIGN SPEED AND POSTED SPEED LIMIT FOR EACH ROADWAY.
- ALL LANE DIMENSIONS ARE MEASURED FROM THE CENTER OF LANE LINE, CENTER OF DOUBLE LANE LINE, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- THE PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS, APPLICABLE MARKING DETAILS, AND SPECIFIED PIMA COUNTY STANDARDS WHEN INSTALLING PAVEMENT STRIPING, SYMBOLS, LEGENDS, AND MARKERS.
- PAINTED LAYOUT STRIPING SHALL BE 15 MIL (0.015") THICK, WATER BASED PAINT PLACED ON THE FINAL PAVEMENT SURFACE WITH 8 POUNDS PER GALLON OF AASHTO M 247-13 TYPE I GLASS BEADS WITH ADHESION/MOISTURE PROOF COATING. PAINTED LAYOUT STRIPING SHALL BE INSTALLED WITHIN FIVE (5) WORKING DAYS OF THE FINAL PAVEMENT SURFACE BEING COMPLETED.
- PAINTED SYMBOLS AND LEGENDS SHALL BE APPLIED AT THE SAME TIME AS THE PAINTED STRIPING, WITH THE EXCEPTION OF BIKE LANE SYMBOLS AND WORDS (SUCH AS STOP, AHEAD, ONLY, ETC.).
- THE FINAL LONGITUDINAL STRIPING SHALL BE 90 MIL (0.090") THICK RIBBON EXTRUDED THERMOPLASTIC REFLECTORIZED STRIPING PLACED OVER THE PAINTED LAYOUT STRIPING WITH A SINGLE DROP OF 10 POUNDS PER 100 SQUARE FEET OF AASHTO M 247-13 GLASS BEADS. THE FINAL LONGITUDINAL STRIPING SHALL BE PLACED WITHIN 21 TO 30 CALENDAR DAYS OF THE FINAL PAVEMENT SURFACE BEING COMPLETED. ALL PREVIOUSLY EXEMPTED LONGLINE MARKINGS SHALL BE APPLIED DURING THE FINAL LONGITUDINAL STRIPING.
- ALL FINAL TRANSVERSE STRIPING, INCLUDING SYMBOLS AND LEGENDS, SHALL BE 90 MIL (0.090") ALKYD HAND CART EXTRUDED THERMOPLASTIC WITH 10 POUNDS PER 100 SQUARE FOOT OF AASHTO M 247-13 TYPE I GLASS BEADS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF PAVEMENT MARKINGS ON THE FINAL SURFACE COURSE FOLLOWING ONE CONTROL LINE PER DIRECTION OF TRAVEL CONSISTING OF CONTROL POINTS THAT HAVE BEEN SET TO NO MORE THAN 50 FEET APART ON CURVE SECTIONS AND 200 FEET IN TANGENT SECTIONS WHERE THE PAVEMENT MARKING PATTERN DOES NOT CHANGE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE FINAL SURFACE COURSE IS PLACED SO THAT THE CONSTRUCTION JOINT IS NO MORE THAN ONE FOOT OFFSET FROM THE FINAL STRIPING.

- ALL RETROREFLECTIVE RAISED PAVEMENT MARKERS (RRPMs or RPMs) SHALL BE INSTALLED SO THAT THE REFLECTIVE FACE OF EACH MARKER IS FACING THE DIRECTION OF TRAFFIC AND IS PERPENDICULAR TO THE DIRECTION OF TRAFFIC FLOW. TYPE C OR G PAVEMENT MARKERS SHALL BE INSTALLED SO THAT THE CLEAR (or WHITE) REFLECTIVE FACE OF EACH MARKER IS FACING APPROACHING TRAFFIC AND PERPENDICULAR TO THE DIRECTION OF TRAFFIC FLOW TO WHICH IT APPLIES.
- ALL RETROREFLECTIVE RAISED PAVEMENT MARKERS (RRPMs or RPMs) SHALL BE INSTALLED PER THE CURRENT EDITION OF THE PC/COT PAVEMENT MARKING MANUAL AND APPLICABLE AMENDMENTS.
- ALL REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH SECTION 701 OF THE PC/COT STANDARD SPECIFICATIONS. PAINTING OVER EXISTING STRIPING DOES NOT CONSTITUTE APPROVED STRIPING OBLITERATION.
- FOR PRIVATE DEVELOPMENT PROJECTS, THE DESIGN CONSULTANT/PROJECT MANAGER SHALL BE REQUIRED TO PRODUCE AS-BUILT STRIPING PLANS WITHIN 90 DAYS OF STRIPING COMPLETION.
- UNLESS OTHERWISE NOTED, ALL PAVEMENT MARKINGS SHALL BE INSTALLED BY THE CONTRACTOR.
- UPON FINAL INSPECTION, A WRITTEN ACCEPTANCE OR ITEMIZED PUNCHLIST OF MISSING OR UNACCEPTABLE PAVEMENT MARKINGS SHALL BE SUBMITTED TO THE CONTRACTOR AND PIMA COUNTY BY THE TRAFFIC ENGINEER OR DESIGNATED REPRESENTATIVE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL STRIPING UNTIL PROJECT IS APPROVED FOR "CONSTRUCTION ACCEPTANCE" BY PIMA COUNTY (FULLY OPEN TO TRAFFIC, ALL PUNCHLIST ITEMS ARE COMPLETED, AND THE ONE YEAR MINIMUM WARRANTY BEGIN). IF THE PAVEMENT MARKING MATERIAL MANUFACTURER OFFERS A LONGER WARRANTY, THE CONTRACTOR SHALL TRANSFER THAT WARRANTY TO PIMA COUNTY.
- THE PC/COT PAVEMENT MARKING MANUAL IS AVAILABLE ONLINE.

Line Style Designation:



See 2020 PC/COT Signing and Pavement Marking Manual for further descriptions

THESE PLANS ONLY SHOW AREAS WHERE PAVEMENT MARKINGS ARE BEING CHANGED FROM EXISTING CONDITIONS. UNLESS NOTED OTHERWISE, ALL EXISTING PAVEMENT MARKINGS SHALL BE REPLACED IN EXISTING LOCATIONS.

Roadway	Design Speed	Posted Speed
Silverbell Rd 1.25mi N of Trico	35 mph	35 mph
Silverbell Rd Trico to 1.25mi N	40 mph	40 mph
Silverbell Rd N of Trico	50 mph	50 mph
Derringer Rd	35 mph	35 mph

Kathryn Skinner, P.E., Director

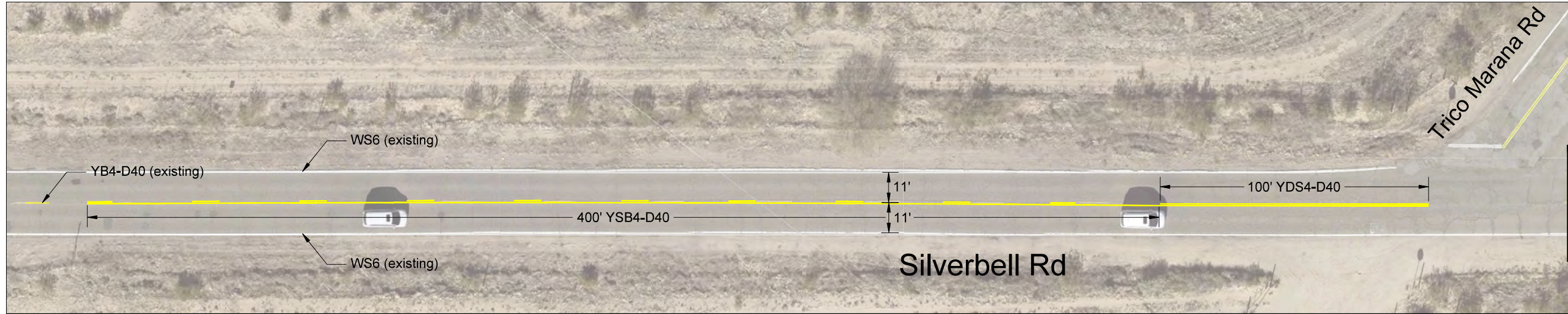
Date	Designed	Drawn	Checked
May 2024	Eric Huethner	Eric Huethner	Mike Hendrix
May 2024			
May 2024			

No.	Revision Description	Engineer	Date

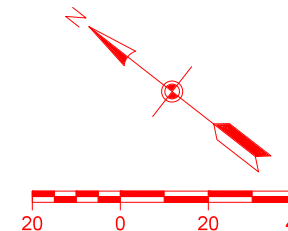


General Notes 1

Avra Valley



General Notes:
 Replace centerline with 100' YDS4-D40 and 400' YSB4-D40 to the northwest of Trico Marana Rd, approx 750'
 Replace centerline with YDS4-D40 from Trico Marana Rd to existing No Passing Zone as shown
 Maintain 11' through lanes throughout corridor
 Break edgelines at beginning of intersections. Break centerline at midradius.



Horiz. Scale: 1"=20'
 Vert. Scale: N/A

Sheet SB1 of SB4

Page 2 of 8

Designed	Eric Huettrner	Date	May 2024
Drawn	Eric Huettrner	Date	May 2024
Checked	Mike Hendrix	Date	May 2024

No.	Revision Description	Engineer	Date

Pima County Department of Transportation

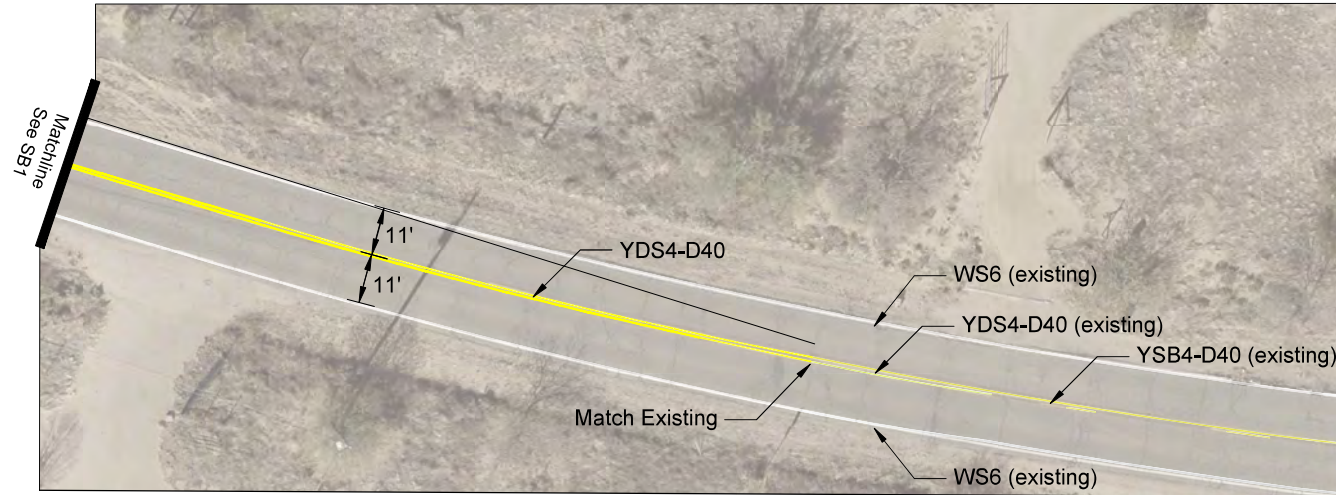


Silverbell Rd
 Trico Marana Rd

Silverbell 1

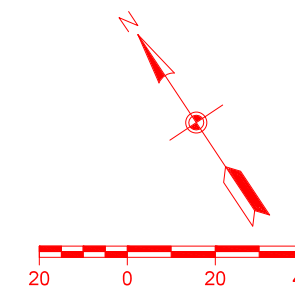
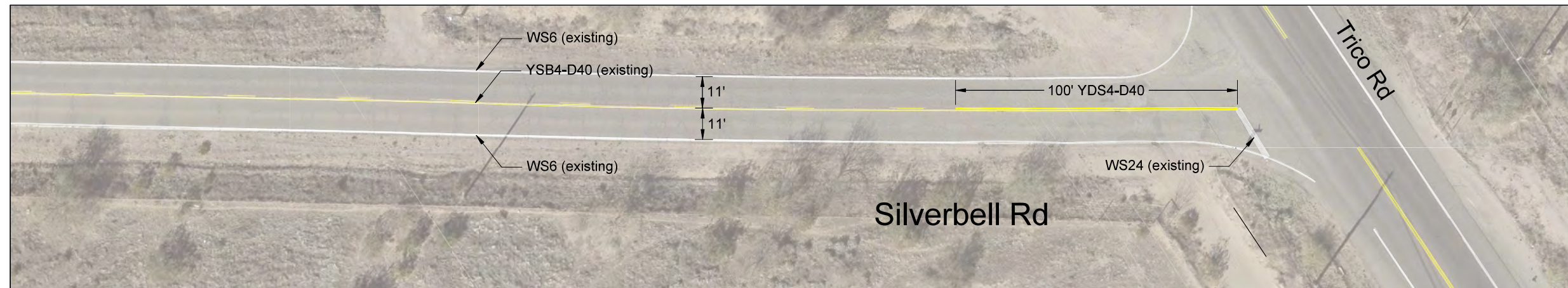
Kathryn Skinner, P.E., Director

Avra Valley



General Notes:

Close Passing zone from Trico Marana Road to existing No Passing Zone
 Replace centerline with 100' YDS4-D40 northwest of Trico Rd, as shown
 Maintain 11' through lanes throughout corridor



Call at least two full working days
 before you begin excavation.
ARIZONA 811
 Arizona Blue Stake, Inc.
 Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
 In Maricopa County: (602) 263-1100

Horiz. Scale: 1"=20'
 Vert Scale: N/A

Kathryn Skinner, P.E., Director

Date	Checked	Drawn	Designed
May 2024	Mike Hendrix	Eric Huettner	Eric Huettner
May 2024			
May 2024			

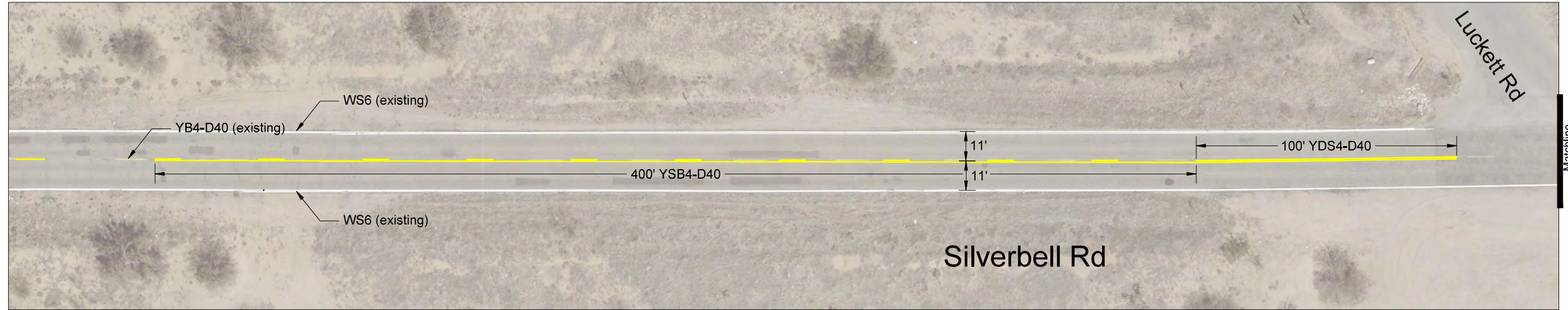
No.	Revision Description	Engineer	Date



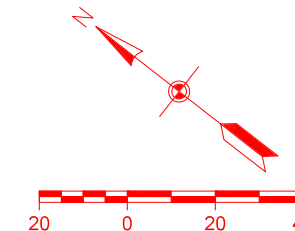
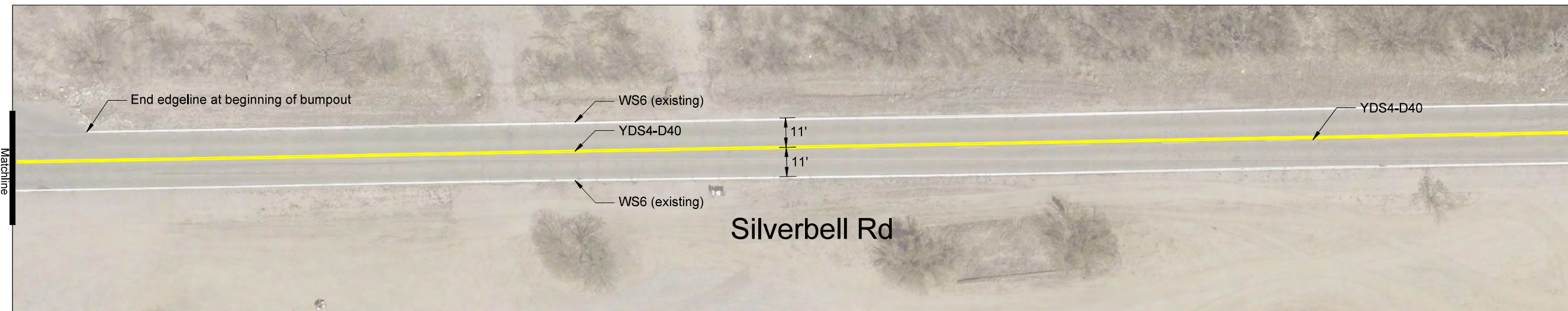
Pima County Department of Transportation

Silverbell Rd
 Trico Rd
 Silverbell 2

Avra Valley



General Notes:
 Replace centerline with 100' YDS4-D40 and 400' YSB4-D40 to the northwest of Lockett Rd, as shown
 Replace centerline with YDS4-D40 between Lockett Rd and Kalama CI as shown
 Maintain 11' through lanes throughout corridor
 Break edgelines at beginning of intersections. Break centerline at midradius.



Horiz. Scale: 1"=20'
 Vert Scale: N/A

Designed	Eric Huettner	May 2024
Drawn	Eric Huettner	May 2024
Checked	Mike Hendrix	May 2024

No.	Revision Description	Engineer	Date

Kathryn Skinner, P.E., Director

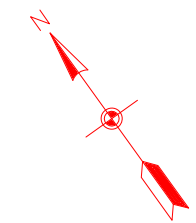


Pima County Department of Transportation
Silverbell Rd
 Lockett Rd
 Silverbell 3

Avra Valley



General Notes:
 Replace centerline with 100' YDS4-D40 and 400' YSB4-D40 to the southeast of Kalama CI, as shown
 Maintain 11' through lanes throughout corridor
 Break edgelines at beginning of intersections. Break centerline at midradius.



Horiz. Scale: 1"=20'
 Vert Scale: N/A



Kathryn Skinner, P.E., Director

No.	Revision Description	Engineer	Date

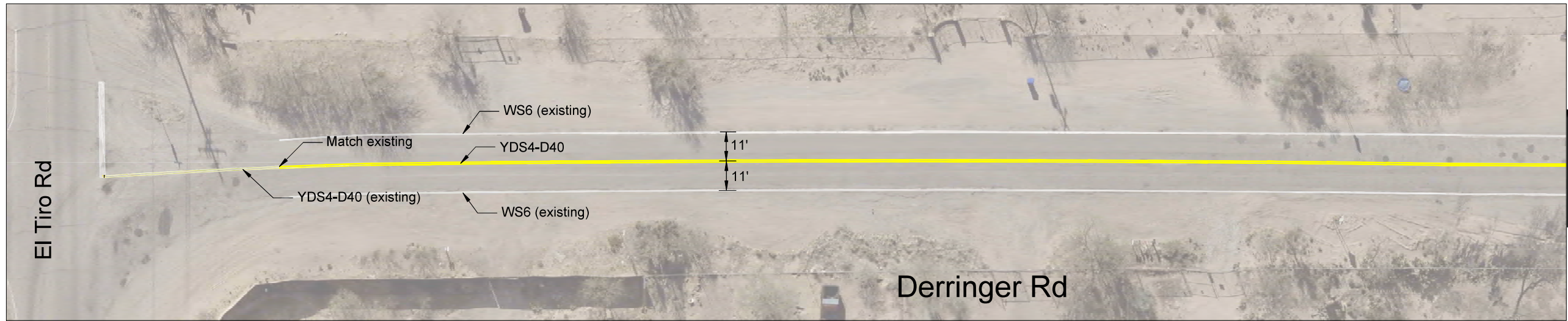
Designed	Drawn	Checked	Date
Eric Huettner	Eric Huettner	Eric Huettner	May 2024
		Mike Hendrix	May 2024

Pima County Department of Transportation

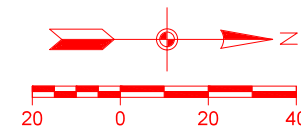
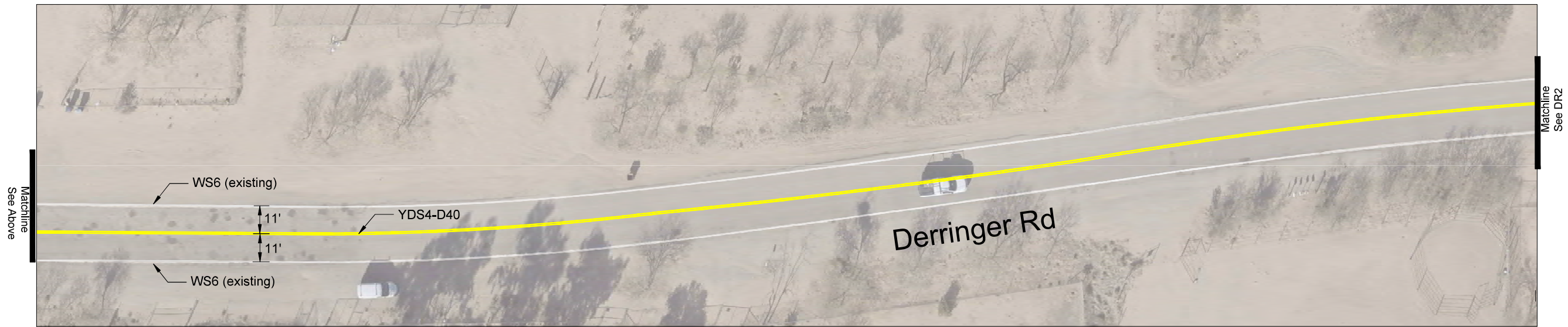
Silverbell Rd
Kalama CI

Silverbell 4

Avra Valley



General Notes:
 Close Passing Zones between El Tiro Rd and Moore Rd
 Maintain 11' through lanes throughout corridor
 Break edgelines at beginning of intersections. Break centerline at midradius.



Horiz. Scale: 1"=20'
 Vert Scale: N/A

No.	Revision Description	Engineer	Date

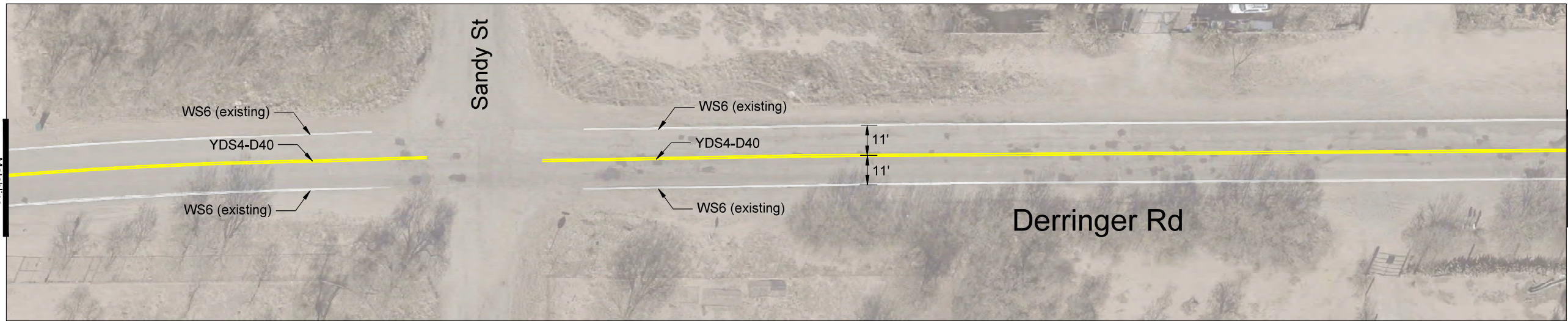
No.	Revision Description	Engineer	Date

Avra Valley

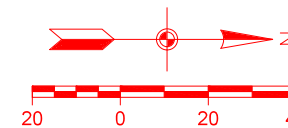


Pima County Department of Transportation
Derringer Rd
 El Tiro Rd
 Derringer 1

Kathryn Skinner, P.E., Director



General Notes:
 Close Passing Zones between El Tiro Rd and Moore Rd
 Maintain 11' through lanes throughout corridor
 Break edgelines at beginning of intersections. Break centerline at midradius.



Horiz. Scale: 1"=20'
 Vert Scale: N/A

No.	Revision Description	Engineer	Date
Designed	Eric Huettrner	Eric Huettrner	Jun 2024
Drawn	Eric Huettrner	Eric Huettrner	Jun 2024
Checked	Mike Hendrix	Mike Hendrix	Jun 2024

No.	Revision Description	Engineer	Date

Kathryn Skinner, P.E., Director



Pima County Department of Transportation

Derringer Rd
 Sandy St
 Derringer 2

Avra Valley

EXHIBIT C – ATTACHMENT 4 (1 page)

Pima County Survey

1313 S. Mission Road, Building # 11 • Tucson, Arizona 85713 • (520) 724-2452

Check List for:

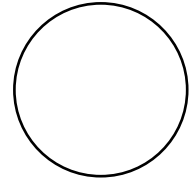
Pima County Survey Monument Reference Record

**Some things to include in your Reference Corner Drawing.
If in doubt add it anyway!!**

1. Location of the one quarter or section corner (S ¼ 37 or SE 38) with Township and Range
2. **Exact** description or drawing of the marker. Best guess as to type of metal used. Measure width of object or cap and the pipe it sets on, with pocket tape. (2" Alum Cap on ½" rebar), (3 ¼" Bronze Disk on 2 ½" Iron Pipe). Check for multiple tags on rebar. Distance above or below natural ground.
3. Reference **other** found markers and references if you are using older section corner records and note this on your new reference sheet by name and date.
4. Record measured horizontal angles between **FOUND** or **SET** monuments or relative to north if you use a compass or whatever is practical. Double chain also works!
5. If you get Latitude and Longitude, what kind of device used? Handheld, RTK etc.
6. Include distances and directions to any references or objects that exist nearby.
7. Travel directions and distances from a known landmark or road intersection. Pack time or travel time might be worth noting.
8. Anything else that helps to keep a HISTORY of this corner location with existing conditions of the area at the present time.

Remainder of Page Intentionally Left Blank.

EXHIBIT C – ATTACHMENT 5 (1 page)



**Pima County Survey
Monument Reference Record**

Section _____ Township _____ Range _____
Gila and Salt River Meridian, Pima County Arizona

**** PIMA COUNTY DOES NOT WARRANT THIS MONUMENT AS A LAND CORNER OF THE PUBLIC LAND SURVEY SYSTEM: IT IS THE RESPONSIBILITY OF THE USER TO VALIDATE THIS MONUMENT. ****

The purpose of this Reference Sheet is to perpetuate the positions of existing monuments and/or section corners.

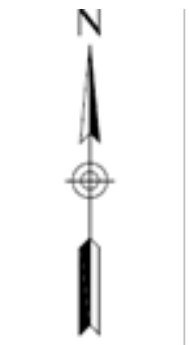
1. Type of Monument: (Size, Tag or Stamping, Relationship to Surface)

2. Explanation of Discovery / Description of Found Evidence and / or Previous Records:
 - A. At or near: _____

3. Sketch of Monument and References, with Latitude and Longitude (Autonomous GPS):

Latitude:

Longitude:



NTS

By: _____ Date: _____

End of Exhibit C – Special Provisions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2024

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).

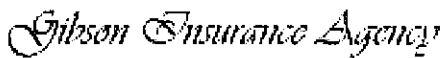
PRODUCER Gibson Insurance Agency Inc 202 South Michigan St., Suite 1400 South Bend IN 46601	CONTACT NAME: Carolyn Crossley PHONE (A/C, No, Ext): 574-245-3500 E-MAIL ADDRESS: info@thegibsonedge.com		FAX (A/C, No): 574-236-6399
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tucson Asphalt Contractors, Inc. 2680 East Valencia Road #196 Tucson AZ 85706	INSURER A: BITCO General Insurance Corp		20095
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1588583013 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CLP 3 749 287 B	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAP 3 749 278 B	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 3 749 280 B	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC 3 749 285	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Contractor's Equipment			CLP 3 741 260B	10/1/2024	10/1/2025	Leased/Rented Equip.	736,980

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3.
 Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees are Additional Insured on a Primary and Non-Contributory basis with respect to the General Liability and Auto Liability. Waiver of Subrogation applies with respect to the General Liability, Auto Liability, and Workers Compensation. 30 Day Notice of Cancellation applies. Coverage is applicable when required by written contract and is subject to policy terms and conditions.

CERTIFICATE HOLDER Pima County Procurement Department Design & Construction Division 150 W. Congress Street, 5th Floor Tucson AZ 85701-1317	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- | | |
|---|--|
| 1 - Broad Form Named Insured | 11 - Bodily Injury Extension |
| 2 - Automatic Waiver of Subrogation | 12 - Hired Auto Physical Damage |
| 3 - Automatic Additional Insured | 13 - Enhanced Supplementary Payments |
| 4 - Primary and Noncontributory - Other Insurance Condition | 14 - Fellow Employee Coverage for Designated Positions |
| 5 - Unintentional Failure to Disclose Hazards | 15 - Physical Damage Transportation Expenses |
| 6 - Extended Notice of Cancellation, Non-Renewal | 16 - Rental Reimbursement Coverage |
| 7 - When We Do Not Renew | 17 - Loan/Lease Gap Coverage |
| 8 - Notice of Knowledge of Accident or Loss | 18 - Accidental Air Bag Discharge Coverage |
| 9 - Employees as Insured | 19 - Glass Repair – Waiver of Deductible |
| 10 - Employee Hired Autos | |

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph d. is added:

- d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.**:

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage**, Paragraph A.1. **Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph 5.f. of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS , Paragraph C. is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph c. is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

- (1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion** contained in **Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

- (1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or
 - (c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph d. is added.

- d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:
 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
 2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 30 days.
 - (c) Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred; or
 - (2) \$50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed \$2,500 for any one vehicle or \$25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRANSPORTATION CONTRACTORS EXTENDED
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|---|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | P. <input type="checkbox"/> Property Damage Liability - Elevators |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | Q. <input checked="" type="checkbox"/> Care, Custody or Control |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | R. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | S. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | T. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | U. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| I. <input type="checkbox"/> Liquor Liability | V. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| J. <input checked="" type="checkbox"/> Broadened Conditions | W. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | |
| L. <input type="checkbox"/> Suits Against Dredges and Barges | |
| M. <input type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED**:

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, 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 project(s) designated in the written contract.

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.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9.** **a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

2. Duties in The Event Of Occurrence, Offense, Claim Or Suit:

- a.** You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1)** Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2)** Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE.**

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
- 1.** A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits."
 - 3.** Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 - 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A**, do not apply to the use of elevators.
2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

R. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph 2. EXCLUSIONS of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to Section V – DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

S. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

T. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, 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 performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS IF YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED TO A WAIVER OF SUBROGATION IN A WRITTEN CONTRACT OR AGREEMENT SIGNED BY YOU AND ALL OTHER PARTIES TO THAT WRITTEN CONTRACT OR AGREEMENT PRIOR TO ANY LOSS FOR WHICH A WAIVER IS REQUIRED.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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

Bond No. 0858953

KNOW ALL MEN BY THESE PRESENTS THAT:

Tucson Asphalt Contractors, Inc.

(hereinafter "Principal"), as Principal, and Harco National Insurance Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Illinois, with its principal office in the City of Rolling Meadows, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of Two Million Nine Hundred Seventy One Thousand Nine Hundred Seventy One and 00/100 Dollars (\$2,971,971.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the for:

Solicitation No. IFB-2400007884 for FY25 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of Supervisors District 3

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this 11th day of December, 2024.

Tucson Asphalt Contractors, Inc.

By: 

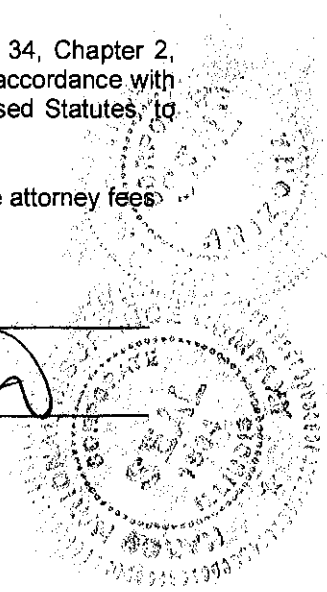
Principal

Harco National Insurance Company

By: 

Surety

Halle Finn, Attorney-In-Fact



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

Bond No. 0858953

KNOW ALL MEN BY THESE PRESENTS THAT:

Tucson Asphalt Contractors, Inc.

(hereinafter "Principal"), as Principal, and Harco National Insurance Company

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Illinois with its principal office in the City of Rolling Meadows, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of Two Million Nine Hundred Seventy One Thousand Nine Hundred Seventy One and 00/100 Dollars (\$2,971,971.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
for:

**Solicitation No. IFB-2400007884 for FY25 Pavement Repair and Preservation Program, High
Volume & Low Volume Roadways, Avra Valley Area Pulverize/Mill and Pave – Board of
Supervisors District 3**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this 11th day of December, 2024.

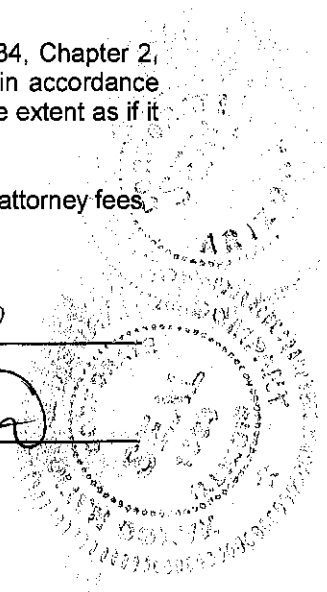
Tucson Asphalt Contractors, Inc.
Principal

By: *Jean M. Miles*

Harco National Insurance Company
Surety

By: *Halle Finn*

Halle Finn, Attorney-In-Fact





Insurance Producer Endorsement

This endorsement changes the policy/bond to include:

Your agent/agency for this policy is:

**INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310
Phoenix AZ 85008
602-273-1625**

All other terms and conditions of the policy/bond remain unchanged.

Bond # 0858953

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CLIFF SPICKLER, NICK DUCKWORTH, KATY CAPIRCI, HALLE FINN, LORI L. DAWSON-BROWN, WENDY CAPIRCI

Phoenix, AZ

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

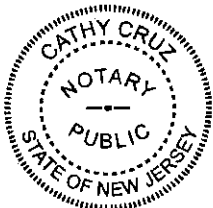
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 11th, 2024

A02916

Irene Martins, Assistant Secretary