



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/05/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Sunland Asphalt & Construction, Inc. (Phoenix, AZ)

***Project Title/Description:**

FY20 Local Roadways Pavement Repairs Project

***Purpose:**

Award: Contract No. CT-TR-20-141. This award of contract is recommended to the lowest, responsive, responsible bidder in the amount of \$5,207,270.00 for a contract term from 11/05/19 to 06/30/20 for the construction of FY20 Local Roadways Pavement Repairs Project. Administering Department: Transportation.

***Procurement Method:**

Invitation for Bid (IFB) No. IFB-PO-2000029 was conducted in accordance with A.R.S. § 34-201 and Pima County Procurement Code 11.12.010. Four (4) responses were received. Due to the limited scope of work, no goal for participation by Small Business Enterprises (SBEs) was established.

***Program Goals/Predicted Outcomes:**

Project will allow for milling and resurfacing of approximately 18 miles of roadway within Pima County.

***Public Benefit:**

Existing Roadways identified will be milled and resurfaced for use by the traveling public.

***Metrics Available to Measure Performance:**

Identified roadways will be milled and resurfaced within the Contract term.

***Retroactive:**

No.

OCT 29 19 11 24 POC CLK OF RD
ARB

TO: CIB- 10-29-19

Ver. - 1

920 - 56

(1) Addendum

Contract / Award InformationDocument Type: CT Department Code: TR Contract Number (i.e., 15-123): 20-141Effective Date: 11/05/19 Termination Date: 06/30/20 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$ 5,207,270.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** Transportation CIP Projects
(HURF (DOT-59) - 100%)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 approval.*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.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ 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): _____

Effective 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: Matthew Sage, CPPB 10/24/19 10/22/2019Department: Procurement Telephone: 724-8586Department Director Signature/Date: [Signature] 10/22/19Deputy County Administrator Signature/Date: [Signature] 10/25/19County Administrator Signature/Date: [Signature] 10/28/2019
(Required for Board Agenda/Addendum Items)

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

PROJECT: FY20 LOCAL ROADWAYS PAVEMENT REPAIRS PROJECT

CONTRACTOR: Sunland Asphalt & Construction, Inc.
1625 East Northern Avenue
Phoenix, Arizona 85020

CONTRACT NO. CT-TR-20-141

BID AMOUNT: \$5,207,270.00

FUNDING: Transportation CIP Projects
(HURF (DOT-59) – 100%)

CONSTRUCTION SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Sunland Asphalt & Construction, Inc., hereinafter called CONTRACTOR, collectively referred to as the Parties.

WITNESSETH

WHEREAS, 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 FY20 LOCAL ROADWAYS PAVEMENT REPAIRS PROJECT; and

WHEREAS, CONTRACTOR submitted the low responsive, responsible bid in response to IFB-PO-2000029 for the COUNTY for said work and is qualified and willing to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on November 5, 2019 and terminates on June 30, 2020 unless sooner terminated or further extended pursuant to the provisions of this Contract.

Construction completion time for the work to be performed under this Contract will be **100 working days** after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the COUNTY Board of Supervisors, as required by the Pima County Procurement Code must approve change orders to the Contract or the Scope of Services before CONTRACTOR performs the work authorized by the change order.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to complete the FY20 LOCAL ROADWAYS PAVEMENT REPAIRS PROJECT. All work shall be as called for by Pima County Solicitation No. IFB-PO-2000029 Bid Documents, any issued Amendments, **EXHIBIT "B" – General Conditions** (10 pages), **EXHIBIT "C" – Special Provisions** (17 pages), PAG Standard Specifications for Public Improvements 2015 Edition, and other documents incorporated into this Contract, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

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

Total payments for this Contract shall not exceed Five Million Two Hundred Seven Thousand Two Hundred Seventy Dollars and Zero Cents (\$5,207,270.00).

Payment for this Contract will be made based on **EXHIBIT "A": Bid Schedule** (1 page) submitted by CONTRACTOR in response to Solicitation No. IFB-PO-2000029, attached hereto and made part of this Contract. Line items for which the "Unit" is defined as L.S. will be paid as "Lump Sum". 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, will be measured and paid at the unit price for the actual quantity of work performed in accordance with the 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.

For the period of record retention required under Article 23, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law

CONTRACTOR will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONTRACTOR'S own risk.

ARTICLE 4 – INSURANCE

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

4.1 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.

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 4.1.2 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.
- 4.1.3 Workers' Compensation (WC) 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.
- 4.1.4 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 (3) years following Contract expiration, termination or cancellation.

4.2 Additional Insurance Requirements:

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

- 4.2.1 Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, their 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.
- 4.2.2 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of CONTRACTOR.
- 4.2.3 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.
- 4.2.4 Insurance provided by the CONTRACTOR shall not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that COUNTY will receive not less than thirty (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.

4.4 Verification of Coverage:

CONTRACTOR shall furnish COUNTY with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 4.4.1 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.
- 4.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the 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.

4.5 Approval and Modifications:

COUNTY Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. 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, or 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.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies, defends and holds harmless COUNTY, their officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of COUNTY, their agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. 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.

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.

ARTICLE 6 – COMPLIANCE WITH LAWS

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Contract and 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 the approval of COUNTY.

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 Agreement, 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.

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.

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 or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

CONTRACTOR must use the SUBCONTRACTORS named on Contractor's Subcontractor List submitted with the bid. No SUBCONTRACTOR may be added or changed without the prior written approval of the 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 the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the 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 Title 20.28.050 of the Pima County Code have been met.

ARTICLE 9 – ASSIGNMENT

CONTRACTOR will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 – NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Contract, CONTRACTOR shall 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.

ARTICLE 11 – AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 12 - 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.

ARTICLE 13 – 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.

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the

departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (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.
- B. The occurrence of any of the following constitutes an event of default:
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;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
 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;
 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
 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.
- C. In the event of a termination for default:
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 (5) business days after the effective date of the termination;
 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
 3. Subject to the immediately preceding subparagraph (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.
- D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B 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—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,

- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) 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

2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. 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.

- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined 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 the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – 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 fifteen (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.

ARTICLE 17 – 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.

ARTICLE 18 – NOTICES

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other Party as follows:

COUNTY:

Ana Olivares, P.E. Director
Department of Transportation
Public Works Building
201 N. Stone Ave
Tucson, AZ 85701
Tel: (520) 724-6410

CONTRACTOR:

Contact Name: Matt Johnson
Position: Vice President
Firm Legal Name: Sunland Asphalt & Construction, Inc.
Address: 1625 East Northern Avenue
City: Phoenix State: Arizona Zip: 85020
Telephone: (602) 323-2800 Email: mjohnson@sunlandasphalt.com

ARTICLE 19 - 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.

ARTICLE 20 - CONTRACT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. IFB-PO-2000029 – FY20 LOCAL ROADWAYS PAVEMENT REPAIRS PROJECT, EXHIBIT "A" – BID SCHEDULE, EXHIBIT "B" – GENERAL CONDITIONS, EXHIBIT "C" – SPECIAL PROVISIONS, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), SPECIAL PROVISIONS, PROJECT LIST AND LOCATION MAPS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, AMENDMENTS, and on information provided in the CONTRACTOR 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.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:
- a) This Contract
 - b) EXHIBIT "B" – General Conditions
 - c) EXHIBIT "C" – Special Provisions, Technical Specifications, and Plans
 - d) Contractor Response to the Solicitation
 - e) Instructions to Bidders
 - f) Invitation to Bid

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 Contract shall be incorporated into the Contract by Amendment.

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

ARTICLE 21 - BONDING REQUIREMENTS

In accordance with A.R.S. §34-221, *et. seq.*, the CONTRACTOR will provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds will be attached to and become part of this Contract.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

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 vest 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.

ARTICLE 23 – BOOKS AND RECORDS

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.

CONTRACTOR will retain all records relating to this Contract at least five (5) 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.

ARTICLE 24 – REMEDIES

Either Party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 27 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.

ARTICLE 25 – 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.

ARTICLE 26 – DELAYS

Neither Party hereto is in default in the performance of its obligations hereunder 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.

ARTICLE 27 – DISPUTES

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 (1) 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.

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

ARTICLE 28 – PUBLIC INFORMATION

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.

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 should not include any information considered confidential.

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 ten (10) business days after the date of notice to the CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, 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.

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby 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.

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.

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.

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 insure that SUBCONTRACTOR 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."

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.

ARTICLE 30 – 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.

ARTICLE 31 – ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

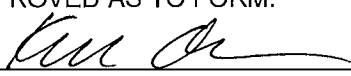
Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

KELL OLSON

Name (Please Print)

Date

10/25/19

CONTRACTOR:

Sunland Asphalt & Construction, Inc.

Contractor Firm Name

Contractor Signature

Matt Johnson, Vice President

Name and Title (Please Print)

10/11/2019

Date

Phone: (602) 323-2800

Email: mjohnson@sunlandasphalt.com

Address: 775 West Elwood Street
Phoenix, AZ 85041

Attachment 1 to Amendment 1
EXHIBIT "A" – BID SCHEDULE, Revised 10/2/19 (1 page)

IFB-PO-2000029
FY20 LOCAL ROADWAYS PAVEMENT REPAIRS PROJECT

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. 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".

PIMA COUNTY					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	202 Milling - Type 2	S.Y	390,000	\$1.80	\$702,000.00
2	406 Asphaltic Concrete (PAG 2) <i>Bituminous Adjustment per 404</i> <i>Fuel Price Adjustments ARE EXCLUDED</i>	TON	44,000	\$77.35	\$3,403,400.00
3	509 Adjust Sewer MHs	EA	154	\$570.00	\$87,780.00
4	510 Adjust Water Valves	EA	236	\$500.00	\$118,000.00
5	901 Mobilization	LS	1	\$471,130.00	\$471,130.00
6	909 Adjust Survey Monuments	EA	392	\$255.00	\$99,960.00
7	924 Incidental Items Allowance	USD	325,000	\$1.00	\$325,000.00
TOTAL BID					\$5,207,270.00

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

Amendment #	By (Bidder Initials)	Date	Amendment #	By (Bidder Initials)	Date
1	MJ	10/2/19			
2	MJ	10/8/19			

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: M Johnson DATE: 10/11/2019

PRINTED NAME & TITLE: Matt Johnson, Vice President

LEGAL COMPANY NAME: Sunland Asphalt & Construction, Inc.

CORPORATE HEADQUARTERS (CITY, STATE) Phoenix, Arizona

ARIZONA CONTRACTOR'S LICENSE NUMBER: 111922 CLASS: A Commercial

ARIZONA CONTRACTOR'S LICENSE NUMBER: 095189 CLASS: C13 Residential

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 Arizona 811, 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. BUILDER'S RISK

CONTRACTOR will be responsible for equipment, materials, and supplies until completion of the project and acceptance by COUNTY.

END OF EXHIBIT "B" - GENERAL CONDITIONS

EXHIBIT "C" – SPECIAL PROVISIONS (17 pages)

GENERAL NOTES

1. **Project Location:** This project is located in Pima County, Supervisor Districts 1, 2, 3, 4, and 5, and consists of various roadways indicated in the Project List and Location Maps provided.
2. **Scope of Work:** The project consists of milling and replacing pavement (2" plane/mill and 2" overlay) of various roadways within Pima County.
 - A. Contractor shall identify and provide a project coordinator, and their contact information (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 tappers, widths, existing traffic marking/stripping/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 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 shall identify and document any survey monumentation within work areas. Those that will be disturbed shall be referenced using PCDOT Monument Reference forms and procedures prior to beginning construction activities. The Contractor's surveyor shall contact PCDOT Survey for further guidance prior to removing any monuments.
 - F. Contractor shall develop and submit to County for approval, a template to be used to provide a *Weekly Project Report* to 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, and any other relevant project information). Approval of the *Weekly Project Report* is required prior to issuance of a Full Notice to Proceed (NTP).
 - G. Contractor shall develop and execute traffic control plan(s) that will provide notification to the public in advance of work efforts (7 day advance notice requirement) and traffic control during work efforts.
 - H. Contractor shall provide overall project schedule, weekly schedule updates, and when paving is completed - a final clean-up schedule.
 - I. Contractor shall provide a daily pre-activity electronic notice to County prior to when any construction activities are to occur along the roadway (e.g. - utility or monument adjustments, milling, paving, painting, shouldering, etc.)
 - J. Contractor shall be responsible for all material testing (minimum of one sample for AC and Mineral Aggregate per day, with the County reserving the right to request Contractor take and test one core sample per day), along with Quality Control efforts necessary to deliver this effort per the Standard Specifications. *Note that any new asphaltic concrete mix proposals require mix design verification prior to use.*
 - K. 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.
 - L. Contractor shall provide a *Weekly Project Report* to County. This report shall be submitted within one business day after the completion of the previous work week.
 - M. Contractor shall adjust utility facilities (as required) prior to and after work efforts.
 - N. Contractor shall remove obstructions and eradicate any vegetation within the roadway.
 - O. Contractor shall mill/plane existing asphalt (per Project List Table).
 - P. Contractor shall sweep existing milled roadway where required and tack with Certified Boot Truck using SS1 50/50 dilute at a maximum application rate of .08.
 - Q. Contractor shall pave new asphalt (2" fill per Project List Table).
 - R. Contractor shall replace all survey monumentation disturbed during work efforts.
 - S. Contractor shall replacing all traffic marking/stripping (paint, symbols, legends, thermoplastic, raised pavement markers).

- T. Contractor shall replace signage impacted as part of the project.
- U. Contractor shall complete shoulder grading where required.
- V. 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.

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

3. **Work Schedule:** All work is to be complete within **100 working days from the notice to proceed**. Construction, including utility and monumentation adjustments, and permanent striping, shall be completed within this time frame. 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 at 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 *Weekly Project Report* template.
 - F. Pima County will issue a Limited NTP subsequent to the pre-construction meeting.
4. **Construction Sequencing:** The Contractor shall be issued a Limited NTP at the Pre-Construction meeting. A limited notice will be provided to initiate contract time and allow for 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.). 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 Engineer within 24 hours of discovery.

Upon successful submission of Scope of Work - Items A thru H, County will complete a Quality Assurance review and issue a Full 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.

It is anticipated that the sequencing of efforts for the three treatments will be as follows:

Treatment – Mill and Overlay*

Document Existing Pavement layout/configuration.

Document Existing Pavement Marking/Striping/Signage.

Document location of utilities to be adjusted in work area.

Document location of survey monumentation in work area.

Provide Notifications (as noted/required)

Execute Traffic Control Plan.

Prepare all utilities/monumentation for adjustment subsequent to the milling.

Mill 2" into existing Asphalt Concrete (AC).

Contractor allowed to place millings on site PER Project List Table AND where space allows.

Sweep, Tack, and Pave 2" of new asphaltic concrete (PAG 2 – Arterial).

Milled surfaces shall be replaced with AC each working shift.

Place temporary pavement markings.

Complete utility/monumentation adjustments.

Complete shoulder grading.

Place traffic marking/stripping (paint, symbols, legends, thermoplastic, raised pavement markers)

Replace signage.

*Ongoing submittal of *Weekly Project Reports* to document work efforts

5. **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 10.0%	Payment capped at 10% over
+5.1 to +10.0%	\$0.00/ton
-2.0 to +5.0% (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.	

6. **Removal of Structures & Obstructions (Section 202)** of the Standard Specifications is revised to add:

- A. **MILLING:** This Item will require 2" mill, sweep as needed, tack as needed, and fill with AC. The agency does not guaranty against any contamination of the millings due to AC thickness or milling widths that are outside edge of pavement. Any surface that is milled shall be replaced with AC each working shift. All areas will require haul off unless identified by the County. When a location is identified, the contractor shall place, grade, and compact millings (when allowed) along the shoulder of the road to drain.

Subgrade preparation will be required behind the milling machine prior to when AC pavement is placed. The minimum requirements for equipment will be as follows for subgrade preparation:

- 1.) 140 Cat Blade or equal in size.
- 2.) 12 Ton Steel Wheel Roller or equal in size.
- 3.) 2,500 gal Water Truck or equal in size.

Subgrade shall be graded and re-compacted to existing roadway profile. Compaction test will not be required. The Engineer retains the right for testing should contractor not make a reasonable effort towards compaction prior to placement of AC associated with failing subgrade due to changed conditions or scope.

7. **Bituminous Treatments (Section 404), Section 404-3.04 Preparation of the Surface** of the Standard Specifications is revised to add:

Areas requiring full depth patch will be designated by the Engineer prior to commencing work.

8. **406 Asphaltic Concrete**

Properties for asphaltic concrete mixes based on current City of Tucson TDOT2 requirements, with the following exceptions:

Contractor may use, in mixes using PG 70-10 binder, a maximum of 15 percent RAP. Contractor may use 10 percent maximum of natural sand in proposed asphalt mixes. Acceptance of asphaltic concrete placed material based upon in-place voids. For high volume roads, the mix shall use a compactive effort of 75 blows on each side of the specimen. For low volume roads, the mix shall use a compactive effort of 50 blows on each side of the specimen. The Marshall Mix Design shall comply with the criteria in Table 406-1.

The contractor shall have proposed mix design verified, in accordance with Subsection 406-2.09, by an independent lab listed on the Arizona Department of Transportation certified laboratories, and results submitted along with mix design proposal. The independent verification lab shall not be affiliated with the design of the Asphaltic concrete mix design or supplier. No compensation will be provided for Mix design verification.

NOTE: A mix design with independent verification is valid for a 24-calendar month period from the date of the mix design. Verification documentation must accompany all proposed Asphaltic concrete mixes. The contractor may propose a previously verified mix design, meeting the above 24-month criteria.

Table 406-1 Mix Design Properties of the Standard Specifications modified to read:

TABLE 406-1
MARSHALL MIX DESIGN PROPERTIES

<u>Mix Property</u>	<u>Mix Criteria</u>			<u>Test Method</u>
	<u>No. 1</u>	<u>No. 2</u>	<u>No. 3</u>	
Stability, Lb., Kn Min.	2500 (11.2)	2500 (11.2)	2000 (9.0)	Arizona Test Procedure 815 833 When Rap is Introduced
Flow, 0.01 In. (mm)	8-16 (2-4)	8-16 (2-4)	8-16 (2-4)	Arizona Test Procedure 815 833 When Rap is Introduced
Index of Retained Strength, Percent, Min,	65	65	65	Arizona Test Procedure 802
Minimum Wet Strength, psi (MPa), min	140 (0.95)	140 (0.95)	140 (0.95)	Arizona Test Procedure 802
Dust To Eff. Asphalt Ratio, Range *	0.6 – 1.4	0.6 – 1.4	0.6 – 1.4	-
Effective Voids, %	4.0 ± 0.2	4.0 ± 0.2	4.0 ± 0.2	Arizona Test Procedure 815 833 When Rap is Introduced

VMA, %, Min	13	14	15	Arizona Test Procedure 815 833 When Rap is Introduced
Absorbed Asphalt, %	0 – 1.0	0 – 1.0	0 – 1.0	Arizona Test Procedure 815 833 When Rap is Introduced

1 * The ratio of the mix design composite gradation target for the No. 200 sieve, including admixture, to the effective asphalt content shall be within the indicated range.

9. **Maintenance and Protection of Traffic (Section 701)** 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.

10. **Section 925 Construction Surveying and Layout** of the Standard Specifications is revised to add:

PROCEDURE FOR MONUMENT REFERENCING

- A. All Survey Monuments being referenced will be recorded on the approved "Pima County Survey Monument Reference Record" form provided by Pima County Survey. All completed forms will be turned into Pima County. Only the original forms will be accepted. Photocopied or scanned pages are not acceptable.
- B. Monuments shall only be referenced by one of the following two methods:
1. Setting a reference tie, then occupying the set tie in order to site through the monument to set second tie on line.
 2. Occupying the monument itself, setting the first accessory, then double-centering to set a second accessory on a tangent tie.
- C. 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 down side 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. Rotate both reference lines apart from one another as near to 90 degrees as practical. Swing-tie references to a monument **are not** acceptable as the 'primary' references.
- D. Monumentation will be referenced 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.

While establishing coordinates for references (either optically or with GPS) 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.

- E. If monumentation has been previously referenced, and all of these reference ties are locatable and usable, then verify and document their use on the Pima County Survey Monument Reference Record. If previously recorded references are no longer acceptable, reset and document your work. Thoroughly describe all found/set monuments and accessories and note all reference materials used in your research (Corner Tie records, Record of Surveys, etc.). Keep all additional field notes in a bound survey field book, providing this original book to Pima County Survey for archival purposes (*Photocopied and/or scanned pages are not acceptable*).
- F. The following are examples of acceptable monument reference materials:
- 5/8x18 inch rebar with a brass tag stamped: 'RM' or 'RP' and the surveyor's registration number.
 - 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)
- The following are examples when setting a reference in a concrete surface.
- A screw through a brass tag with the tag stamped: 'RM' or 'RP' and the surveyor's registration number.
 - "Crow's foot" (☐) chiseled onto a concrete surface pointing toward the monument
 - **DO NOT** use or create a chiseled 'cross' (+) on a concrete surface (the City of Tucson utilizes the chiseled 'cross' to denote a benchmarks)

G. 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.

H. Questions about a field procedure or useable reference material shall be directed to the Pima County Surveyor at 724-2452.

11. **Project Acceptance:** All items of work shall be completed and accepted by the Engineering Representative during a Final Inspection. If the Final Inspection should reveal work that is not completed or is unacceptable to the Engineering 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 105-20 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.

12. **Project Specifications**

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

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

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

Pima County/City of Tucson, Standard Details for Public Improvements, 2003 Edition.

https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Transportation/standarddetails2003_vector.pdf

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/docs/business/arizona-supplement-to-the-manual-on-uniform-traffic-control-devices-\(2009-mutcd-edition\).pdf?sfvrsn=0](https://azdot.gov/docs/business/arizona-supplement-to-the-manual-on-uniform-traffic-control-devices-(2009-mutcd-edition).pdf?sfvrsn=0)

Pima County and City of Tucson Department of Transportation Signing Manual, May 2002.

<https://www.tucsonaz.gov/files/transportation/SigningManual.pdf>

Pima County and City of Tucson Department of Transportation Pavement Marking Design Manual, October

2002 (Revised Aug. 2008). <http://dot.pima.gov/trafeng/DesignManual/PavementManual.pdf>

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, 2016. <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=56988>

**Determination of Lot Material Spread Quantity Required and Pay Factor for End product Method
of Acceptance and Payment for AC
(Mainline Paving of Roads in Poor or Failed Condition)**

Project Number: _____ Material _____
 Tracs Number: _____ Lot Number _____
 Date: _____ AM ☐ PM ☐

CALCULATION OF QUANTITY REQUIRED

Laboratory Mix Design Density = _____		pounds per cubic foot				
Location	From Station	To Station	Length	Average Width (feet)	Average Thickness (inches)	Cubic Feet
Total Calculated Cubic Feet in Lot						

Calculated Tons Required =
$$\frac{\text{Total Calc. Cu.Foot in Lot} \times \text{Lab Mix Design Density}}{2000}$$

$$\frac{\text{X}}{2000} = \text{TONS}$$

CALCULATION OF VARIANCE AND PAY FACTOR

Actual Quantity Placed

$(\text{Quantity placed}) - (\text{Quantity Required}) \times 100 = \text{\% Variance from Required Quantity (Quantity Required)}$

_____ X 100 = _____ %

If the percent variance from the required quantity is more than +10.0%,
no payment is made for material* that exceeds +10.0%

If the percent variance from the required quantity is +5.1% to +10.0%, adjustment is \$0/ton.

If the percent variance from the required quantity is -2.0% to +5.0%, adjustment is \$-1/ton.

If the percent variance from the required quantity is -5.0% to -2.1%, adjustment is \$-1/ton.

If the percent variance from the required quantity is -10.0% to -5.1%, adjustment is \$-3/ton.

If the percent variance from the required quantity is beyond than -10%, the spread lot will be rejected.

* including asphalt cement and mineral admixture (record calculations and deductions for asphalt cement and mineral admixture in the Remarks area below).

Table	
Percent	Pay
> +10.0%	\$0.00/Ton & no pay above
+5.1% to +10.0%	\$0.00/Ton
-2.0% to +5.0%	+\$1.00/Ton
-5.0% to -2.1%	-\$1.00/Ton
-10.0% to -5.1%	-\$3.00/Ton
Beyond -10.0%	Reject

Remarks:

Asphalt Cement Deduction (If Applicable): _____ Ton

Mineral Admixture Deduction (If applicable) _____ Ton

Contractor's Signature: _____

Inspector's Signature: _____

**Determination of Lot Material Spread Quantity Required and Pay Factor for End product Method of
Acceptance and Payment for AC
(Miscellaneous Paving)**

Project Number: _____

Tracs Number: _____

Date: _____

Material _____

Lot Number _____

AM ☐

PM ☐

CALCULATION OF QUANTITY REQUIRED

Laboratory Mix Design Density = _____		pounds per cubic foot				
Location	From Station	To Station	Length	Average Width (feet)	Average Thickness (inches)	Cubic Feet
Total Calculated Cubic Feet in Lot						

Calculated Tons Required =
$$\frac{\text{Total Calc. Cu.Foot in Lot} \times \text{Lab Mix Design Density}}{2000}$$

$$\frac{\quad \times \quad}{2000} = \quad \text{TONS}$$

CALCULATION OF VARIANCE AND PAY FACTOR

Actual Quantity Placed

$$\frac{(\text{Quantity placed}) - (\text{Quantity Required})}{\text{Quantity Required}} \times 100 = \quad \% \text{ Variance from Required Quantity}$$

$$\quad \times 100 = \quad \%$$

If the percent variance from the required quantity is more than +10.0%,

no payment is made for material* that exceeds +10.0%

If the percent variance from the required quantity is -5.0% to +10.0%, adjustment is \$0/ton.

If the percent variance from the required quantity is -10.0% to -5.1%, adjustment is \$-2/ton.

If the percent variance from the required quantity is beyond than -10%, the spread lot will be rejected.

* including asphalt cement and mineral admixture (record calculations and deductions for asphalt cement and mineral admixture in the Remarks area below).

Table	
Percent	Pay
> +10.0%	\$0.00/Ton
-5.0% to +10.0%	\$0.00/Ton
-10.0% to -5.1%	-\$2.00/Ton
Beyond -10.0%	Reject

Remarks:

Asphalt Cement Deduction (If Applicable): _____

Ton

Mineral Admixture Deduction (If applicable) _____

Ton

Contractor's Signature: _____

Inspector's Signature: _____

Pima County Survey

1313 S. Mission Rd • Tucson, Arizona 85713 • (520) 740-2629

Check List for:

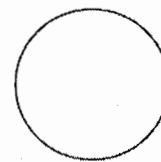
Pima County Survey Monument Reference Record

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 $\frac{1}{4}$ 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 $\frac{1}{2}$ " rebar), (3 $\frac{1}{4}$ " Bronze Disk on 2 $\frac{1}{2}$ " 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.



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):



By _____ Date _____

Revised: 9/2017

PROJECT LIST TABLE

**FY20 LOCAL ROADWAYS PAVEMENT REPAIRS PROJECT
SUPERVISOR DISTRICTS 1, 2, 3, AND 5**

Loc #	Subdivision or Roadway	Parameters of Roadway		Mill /Fill	Comments
		From	To		
1	Woodland Ranch Estates (1-112)				
	Prospect Lane	Harrison Road	Bonanza Avenue	X	24' Existing – 24' Pave
	Bay Tree Place	Banyon Tree Drive	End of Road	X	24' Existing – 24' Pave
	Birch Tree Circle	Harrison Road	End of Road	X	24' Existing – 24' Pave
	Elm Tree Circle	Banyon Tree Drive	End of Road	X	24' Existing – 24' Pave
	Hickory Tree Place	Banyon Tree Drive	End of Road	X	24' Existing – 24' Pave
	Quite Place	Harrison Road	End of Road	X	24' Existing – 24' Pave
	Walnut Tree Drive	Harrison Road	End of Road	X	24' Existing – 24' Pave
	Bamboo Circle	End of Road	Snyder Road	X	24' Existing – 24' Pave
	Banyon Tree Drive	Harrison Road	End of Road	X	24' Existing – 24' Pave
	Banyon Tree Drive A	End of Road	Banyon Tree Drive	X	24' Existing – 24' Pave
	Harrison Road A	Harrison Road	Harrison Road	X	24' Existing – 24' Pave
	Snyder Circle	End of Road	Snyder Road	X	24' Existing – 24' Pave
2	Rio Cancion Estates (1-43)				
	Avenida Del Cazador	Swan Road	River Road	X	24' Existing – 24' Pave
	Calle Cancion	End of Road	Avenida Del Cazador	X	24' Existing – 24' Pave
	Calle Perdiz	End of Road	Avenida Del Cazador	X	24' Existing – 24' Pave
	Via Avellana	End of Road	Avenida Del Cazador	X	24' Existing – 24' Pave
3	River Ridge (1-17)				
	Coachlight Lane	End of Road	Swan Road	X	24' Existing – 24' Pave
	Coachlight Lane A	End of Road	Coachlight Lane	X	24' Existing – 24' Pave
4	Tres Lomas North (1-135)				
	Bidahochi Drive	Kayenta Drive	Kayenta Drive	X	24' Existing – 24' Pave
	Bidahochi Place	Bidahochi Drive	End of Road	X	24' Existing – 24' Pave
	Kayenta Drive	Bear Canyon Road	Harrison Road	X	24' Existing – 24' Pave
	Kayenta Drive A	Kayenta Drive	Kayenta Drive	X	24' Existing – 24' Pave

	Placita Rivas	End of Road	Bidahochi Drive	X	24' Existing – 24' Pave
	Shonto Lane	Bidahochi Drive	Kayenta Drive	X	24' Existing – 24' Pave
	Bidahochi Drive	Kayenta Drive	Summer Trail	X	24' Existing – 24' Pave
5	Bear Canyon Estates (1-58)				
	Chof Ovi Drive	Bear Canyon Road	End of Road	X	24' Existing – 24' Pave
	Eagle Place	Bear Canyon Road	End of Road	X	24' Existing – 24' Pave
	Indian Canyon Road	Bear Canyon Road	End of Road	X	24' Existing – 24' Pave
	Tano Place	End of Road	Bear Canyon Road	X	24' Existing – 24' Pave
	Tolani Place	Bear Canyon Road	End of Road	X	24' Existing – 24' Pave
	Hano Place	Tolani Place	End of Road	X	24' Existing – 24' Pave
6	Camino Del Oeste Estates (1-38)				
	Amapola Circle	End of Road	Camino De La Amapola		24' Existing – 24' Pave
	Amapola Drive	End of Road	Camino De La Amapola		24' Existing – 24' Pave
	Amapola Place	End of Road	Camino De La Amapola		24' Existing – 24' Pave
	Amapola Way	Camino De La Amapola	End of Road		24' Existing – 24' Pave
	Camino De La Amapola	Camino De Oeste	Tortolita Road		24' Existing – 24' Pave
7	Del Cerro Estates NO. 3 (1-8)				
	Avenida Corto	El Camino Del Cerro	End of Road	X	24' Existing – 24' Pave
8	Del Cerro Ranch III (1-32)				
	Desert Tortoise Place	El Camino Del Cerro	End of Road	X	24' Existing – 24' Pave
	Harris Hawk Place	End of Road	End of Road	X	24' Existing – 24' Pave
9	Del Cerro Ranch Phase II (1-29)				
	Calle Llanura	El Camino Del Cerro	Idle Hour Place	X	24' Existing – 24' Pave
	Placita Llanura	Calle Llanura	End of Road	X	24' Existing – 24' Pave
10	Via Del Cerro (1-46)				
	Camino De La Codorniz	El Camino Del Cerro	Tortolita Road	X	24' Existing – 24' Pave
	Camino De Girasol	End of Road	Tortolita Road	X	24' Existing – 24' Pave
	Camino De La Amaploa	Tortolita Road	End of Road	X	24' Existing – 24' Pave
	Tortolita Road	El Camino Del Cerro	Camino De La Amapola	X	24' Existing – 24' Pave

11	Northern Hills Estates				
	Linda Place	End of Road	End of Road	X	24' Existing – 24' Pave
	Linda Place	End of Road	Roller Coaster Road	X	24' Existing – 24' Pave
12	Northern Hills Estates (100-145)				
	Bonita Place	End of Road	Roller Coaster Road	X	24' Existing – 24' Pave
13	Tres Lomas Verdes (1-78)				
	Calle Mia	Calle Tarde	Wentworth Road	X	24' Existing – 24' Pave
	Calle Talon	End of Road	Calle Tango	X	24' Existing – 24' Pave
	Calle Tango	End of Road	Wentworth Road	X	24' Existing – 24' Pave
	Calle Tatita	End of Road	Wentworth Road	X	24' Existing – 24' Pave
	Calle Noche	End of Road	Calle Tango	X	24' Existing – 24' Pave
	Calle Tarde	Calle Tatita	End of Road	X	24' Existing – 24' Pave
	Placita Mia	Calle Mia	End of Road	X	24' Existing – 24' Pave
	Wentworth Road	Tanque Verde Road	End of Road	X	24' Existing – 24' Pave
14	Sunny Acres				
	45 th Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	46 th Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	47 TH Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	Randolph Avenue	45 th Street	Ajo Way	X	24' Existing – 24' Pave
15	Foresite Industrial Sites				
	48 th Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
16	Industrial Park Site				
	President Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	Lincoln Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	District Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	Columbia Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	Milber Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	Pennsylvania Street	Country Club Road	Randolph Avenue	X	24' Existing – 24' Pave
	Randolph Avenue	Ajo Way	Michigan Street	X	24' Existing – 24' Pave
17	Sunny Acres				

	Miler Street	Randolph Avenue	Michigan Street	X	24' Existing – 24' Pave
	Pennsylvania Street	Randolph Avenue	Milber Street	X	24' Existing – 24' Pave
18	Mountain Village Estates (1-30)				
	Avenida Don Felipe	Calle Don Monte	Calle Don Miguel	X	24' Existing – 24' Pave / 2 Speed Humps
	Avenida Don Porfirio	Calle Don Monte	Calle Don Miguel	X	24' Existing – 24' Pave / 2 Speed Humps
	Calle Don Monte	Bilbray Avenue	Avenida Paisano	X	24' Existing – 24' Pave / 2 Speed Humps
	Avenida Paisano	Calle Don Monte	Calle Don Miguel	X	24' Existing – 24' Pave / 2 Speed Humps
19	Mountain Village Estates NO. II (1-150)				
	Avenida Don Gerardo	Calle Don Miguel	Paseo Don Rolando	X	30' Existing – 30' Pave
	Avenida Don Pepe	Calle Don Miguel	Paseo Don Rolando	X	30' Existing – 30' Pave
	Calle Don Domenico	Avenida Paisano	Calle Don Clemente	X	30' Existing – 30' Pave
	Calle Don Domenico A	Calle Don Domenico	End of Road	X	30' Existing – 30' Pave
	Paseo Don Rolando	Calle Don Miguel	Camino De Oeste	X	40' Existing – 40' Pave
	Paseo Don Rolando A	Paseo Don Rolando	Paseo Don Rolando	X	40' Existing – 40' Pave
	Calle Don Clemente	Avenida Paisano	End of Road	X	30' Existing – 30' Pave
	Avenida Paisano	Calle Don Miguel	End of Road	X	30' Existing – 30' Pave
20	Bilbray Avenue	Lincoln Street	Calle Don Miguel	X	24' Existing – 24' Pave
21	Calle Don Miguel	Bilbray Avenue	Camino De Oeste	X	24' Existing – 24' Pave Bilbray Ave to Robles Well Dr / 40' Existing – 40' Pave Robles Well Dr to Camino De Oeste / 3 Speed Humps Avenida Paisano to Bilbray Ave
22	Valencia Ranchos (1-107)				
	Anton Place	End of Road	Anton Road	X	24' Existing – 24' Pave
	Big Hill Place	Mossman Road	End of Road	X	24' Existing – 24' Pave
	Joseph Avenue A	End of Road	Joseph Avenue	X	24' Existing – 24' Pave
	Marshall Place	End of Road	Anton Road	X	24' Existing – 24' Pave
	Anton Road	Mossman Road	Mossman Road	X	24' Existing – 24' Pave
	Cashin Drive	Mossman Road	End of Road	X	24' Existing – 24' Pave
	Cashin Drive	End of Road	Joseph Avenue	X	24' Existing – 24' Pave
	Cashin Drive A	End of Road	Cashin Drive	X	24' Existing – 24' Pave

	Cashin Drive B	Cashin Drive	End of Road	X	24' Existing – 24' Pave
	Mossman Road	Camino De Oeste	End of Road	X	24' Existing – 24' Pave
23	Circle J Estates (1-17)				
	Avenida Don Arturo	Valencia Road	Medina Road	X	24' Existing – 24' Pave
	Avenida Don Fernando	Valencia Road	Medina Road	X	24' Existing – 24' Pave
	Medina Road	Avenida Don Fernando	Avenida Don Arturo	X	24' Existing – 24' Pave
24	Dawn Drive	Colossal Cave Road	Shalom Drive	X	24' Existing – 24' Pave

END OF EXHIBIT "C" – SPECIAL PROVISIONS

Bond # 609202888

ARIZONA STATUTORY PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT: Sunland Asphalt & Construction, Inc.

hereinafter "Principal"), as Principal, and Liberty Mutual Insurance Company

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Massachusetts, with its principal office in the City of Boston, Massachusetts, 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 five million, two hundred seven thousand, two hundred seventy and 00/100 *, 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

for:

**IFB-PO-2000029
FY20 LOCAL ROADWAYS PAVEMENT REPAIR PROJECT**

*(5,207,270.00)

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 15th day of October, 20 19.

Sunland Asphalt & Construction, Inc.

By: Tom Lawless, CFO

Principal

Liberty Mutual Insurance Company

By: Deborah K. Anderson

Deborah K. Anderson, Attorney-in-Fact

Surety



ARIZONA STATUTORY PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT: Sunland Asphalt & Construction, Inc.
(hereinafter "Principal"), as Principal, and Liberty Mutual Insurance Company (hereinafter
"Surety"), a corporation organized and existing under the laws of the State of Massachusetts, with
its principal office in the City of Boston, Massachusetts 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, Arizona, and Pima County (hereinafter "Obligee") in the amount of
five million, two hundred seven thousand, two hundred seventy and 00/100 *, 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 _____
for:

**IFB-PO-2000029
FY20 LOCAL ROADWAYS PAVEMENT REPAIR PROJECT**

* (5,207,270.00)

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 15th day of October, 2019.

Sunland Asphalt & Construction, Inc.
Principal

By: Tom Lawless, CEO

Liberty Mutual Insurance Company
Surety

By: Deborah K. Anderson
Deborah K. Anderson, Attorney-in-Fact

MINARD - AMES
INSURANCE SERVICES LLC

INSURICA INSURANCE
MANAGEMENT
NETWORK ®

Insurance Producer Endorsement

This endorsement changes the policy/bond to include:

Your agent/agency for this policy is:

Minard-Ames Insurance Services LLC
4646 E. Van Buren #200
Phoenix AZ 85008
602-273-1625

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



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

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

Certificate No: **8201435-969537**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of June, 2019.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2019

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 Farmer Woods Group 919 North 1st Street Phoenix AZ 85004		CONTACT NAME: Cindy Herrera PHONE (A/C, No, Ext): (602) 264-0566 E-MAIL ADDRESS: cindy-herrera@leavitt.com FAX (A/C, No): (602) 277-4706	
INSURED Sunland Asphalt & Construction Inc 1625 E Northern Ave Phoenix AZ 85020		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co PA INSURER B: National Union Fire Insurance INSURER C: Travelers Property Casualty Company of America INSURER D: INSURER E: INSURER F:	
		NAIC # 19445 19445 25674	

COVERAGES**CERTIFICATE NUMBER:** 19/20 Sunland**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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL9925617	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY 19			CA9775927	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ Minimum
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP-21N94819-19	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC011-56-9704	04/01/2019	04/01/2020	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pima County FY20 Local Roadways Pavement Repairs Solicitation #IFB-PO-2000029
Pima County, their departments, districts, boards, commissions, officers, officials, agents & employees are additional insured as required in a written contract per forms CG2010 04/13, CG2037 04/13, 87950 09/14. Primary non contributory CG2001 04/13 & auto 74445 10/99, Waiver of subrogation as required in a written contract per forms CG2404 05/09, 62897 06/95 & WC000313 04/84 attached. Umbrella is following form. 30 day notice of cancellation per 107414 03/11, 99307 09/14 attached.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Department 130 W congress St 3rd Floor Tucson AZ 85701	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 <i>Cynthia A Herrera</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of
policy No CA9775927 issued to Sunland Asphalt & Construction Inc
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

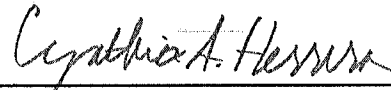
BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

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

- I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of
policy No. **CA 977-59-27** issued to **Sunland Asphalt & Construction Inc**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

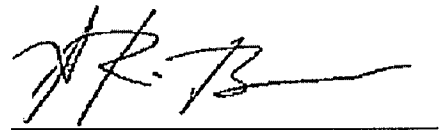
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



**Authorized Representative or Countersignature (in States Where
Applicable)**

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of

policy No. CA9775927

issued to Sunland Asphalt & Construction Inc

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

**2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL9925617

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to **Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of Policy

No. Ca977592 issued to Sunland Asphalt & Construction Inc

by National Union Fire Insurance Co of PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. () * days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 60 * days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state law(s).



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of
policy No. GL9925617 issued to Sunland Asphalt & Construction Inc
by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This policy is amended as follows:

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

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

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

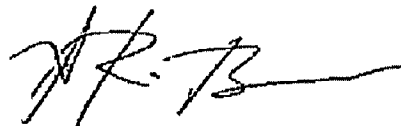
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

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

The following Definitions apply to this endorsement:

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

107414 (03/11)



Authorized Representative or Countersignature
(in States Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2019 forms a part of Policy No. WC 011-56-9704

Issued to SUNLAND ASPHALT & CONSTRUCTION INC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

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

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

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

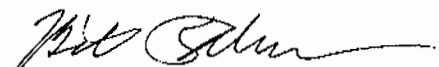
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

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

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

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



AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2019 forms a part of Policy No. WC011569704

Issued to Sunland Asphalt & Construction Inc

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

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

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER
INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

