

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SUNLINE CONTRACTING LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of December 15, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Sunline Contracting LLC, an Arizona limited liability company, (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Goodyear, Arizona (“Goodyear”) entered into Contract No. CON-13-2195, dated October 5, 2012, and amended through Contract Amendment No. 4, dated September 14, 2016 (collectively, the “Goodyear Contract”), for the Contractor to provide installation and/or removal of pavement markings. A copy of the Goodyear Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Goodyear Contract, at its discretion and with the agreement of the awarded Contractor, and the Goodyear Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Goodyear Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with the installation and/or removal of pavement markings, as more particularly set forth in Section 2 below on an “as-required” basis (the “Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 8, 2017, unless terminated as otherwise provided in this Agreement or the Goodyear Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Goodyear Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper

authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Goodyear Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Goodyear Contract will be subject to rejection.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$50,000.00 for the Services at the unit rates set forth in the Goodyear Contract.

4. Payments. The Town shall pay the Contractor monthly for Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Goodyear Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Goodyear Contract will be subject to rejection and may be returned.

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

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify

requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

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

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

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

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

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Goodyear to the extent provided under the Goodyear Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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

If to the Town:           Town of Fountain Hills  
                                  16705 East Avenue of the Fountains  
                                  Fountain Hills, Arizona 85268  
                                  Attn: Grady E. Miller, Town Manager

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

If to Contractor:        Sunline Contracting LLC  
                                  820 North 17th Avenue  
                                  Phoenix, Arizona 85007  
                                  Attn: Tim Passaglia

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all





EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SUNLINE CONTRACTING LLC

[Goodyear Contract]

See following pages.





**Contract Amendment  
No. 4  
Contract Number: CON-13-2195-A4**

**Office of Procurement**  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, AZ 85338  
Phone: 623-882-7879

**Installation and/or Removal of Pavement Markings**

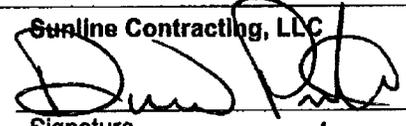
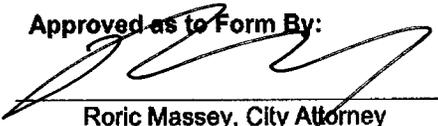
**CONTRACT EXTENSION**

Contract CON-13-2195 is hereby mutually extended from 10/9/16 through 10/8/17 unless terminated, cancelled or extended as otherwise provided in the contract.

There are no optional extensions remaining.

***No other terms, conditions, or performance standards written or implied are changed.***

Procurement Specialist: Russ Welborn, CPPB

<b>City of Goodyear</b>		<b>Sunline Contracting, LLC</b>	
By: 	9/14/16	By: 	9/13/16
Jacquie Behrens, CPPB	Date	Signature	Date
Title: Procurement Manager		DAVID PORTER Managing Member	
		Typed Name and Title	
<b>Attested By:</b>		<b>Approved as to Form By:</b>	
			
for Maureen Scott, City Clerk		Roric Massey, City Attorney	

# CONTRACT COVER SHEET

For Contract Review - please route Contract through Fernando Camacho in Finance, Ext. # 7844. (A contract number will be assigned after approval)



Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche.  
If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Type (check one): Contract  Change Order/Modification  #NA Amendment  #NA  
 IGA  Easement  Lease/Property Acquisition   
 Development Agreement  Other  (please specify):

### IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:  
 Engineering, B. Barnes, 7501  
 Contractor Name, Address, Tel. No.:  
 Skyline Contracting, LLC  
 7777 N. 70<sup>th</sup> Avenue  
 Glendale, AZ 85303  
 Assigned Contract Number: CON-13-2195

Brief Summary of the Services to be provided:  
 Installation and/or Removal of Pavement Markings  
 Terms:  
 Start: 10/10/12 Expire: 10/10/13  
 Contract Amount: \$ N/A  
 Council Date: COAC # N/A   
 City Clerk's Office Use - Retention Date: 1/2/2020

### REVIEWED AND APPROVED:

Procurement: AV Date: 10/10/12 Contracts/Procured Services  
 Legal: SNL Date: 10/12/12 All documents  
 City Manager: na Date: \_\_\_\_\_ When required

### CONTRACT REVIEW REQUIREMENTS

Date Submitted for Review: \_\_\_\_\_

**PROCUREMENT PROCESS - NOTE:** IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by both Procurement & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

- Less than \$5000  \$5,000 to \$50,000 - 3 written quotes  Cooperative Agreement  On-Call /Task Order  
 Formal Solicitation, Incl. Solicitation Number: OP- 13-2195  
 Other - please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

#### Attach COAC

Budgeted:  Yes  No Requires Council Action: Yes  No  If yes, Council Date: \_\_\_\_\_ COAC # \_\_\_\_\_

Additional Funding Source?  Federal - Identify: \_\_\_\_\_  State - Identify: \_\_\_\_\_

Grant/Other - Identify: \_\_\_\_\_

\*Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? \_\_\_\_\_

### INSURANCE & BONDS (To be completed by Procurement Specialist)

Insurance Certificate:  Attached \_\_\_\_\_ Initial Date: \_\_\_\_\_  
 Bid Bond:  Attached \_\_\_\_\_ Initial Date: \_\_\_\_\_  
 Performance Bond:  Attached \_\_\_\_\_ Initial Date: \_\_\_\_\_  
 Payment Bond:  Attached \_\_\_\_\_ Initial Date: \_\_\_\_\_

Changes are required to this contract/document as follows:

	CITY OF GOODYEAR	OFFICE OF PROCUREMENT
	GOODS/SERVICES CONTRACT (Not Title 34) CONTRACT NO. CON-13-2195	190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7893 Fax: 623-925-0829

DESCRIPTION OF SERVICES: Installation and/or Removal of Pavement Markings

**OFFER**

To the City of Goodyear: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers to the City an Agreement that contains all terms, conditions, specifications, amendments, and addenda in this Agreement. The term Contract shall mean, and consists of, the following documents: 1) This Contract for Goods/Services, version 05242012; 2) Standard Terms and Conditions; 3) Scope of Work and Fee Schedule; 4) Specifications, Attachments, Exhibits; and 5) Solicitation, Instructions to Offerors (including documents referenced and included therein).

Arizona Transaction (Sales):

Arizona Contractor License Number: AZ 259708  
 Privilege Tax License # 26-4472466  
 City of Goodyear Business Registration No.:

For clarification of this offer contact:  
 Name: DAVID PORTER  
 Telephone: 480 528 2652  
 E-Mail Address: dporter@SUNLINECONTRACTING.COM

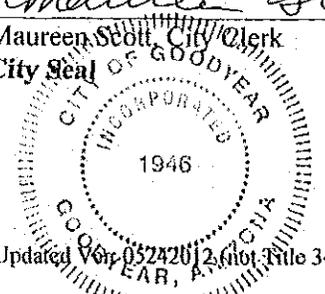
SUNLINE Contracting LLC  
 Company Name  
7777 N 70th Ave  
 Address  
Glendale AZ 85303

David Porter  
 Authorized Signature for Offer  
DAVID PORTER  
 Printed Name  
MANAGING MEMBER 9/12/12

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)**

Your offer is accepted by the City. The term Agreement shall have the same meaning as above. As the Contractor, upon execution of this portion, you are now legally bound to provide the goods and/or services under this Contract in compliance with all terms conditions, specifications, amendments, etc. The Contractor is hereby cautioned not to start any billable work or provide any goods, material, or services for this contract until Contractor receives an executed **Purchase Order**

NK  
 City Manager, City of Goodyear (if applicable)  
 Attested by:  
Maureen Scott  
 Maureen Scott, City Clerk  
 City Seal  
  
 Official File

City of Goodyear, Arizona. Eff. Date: 10/10/12  
 Awarded on 10/10/12  
 Approved as to form:  
Roric Massey  
 Roric Massey, City Attorney  
Bob Carrier  
 Bob Carrier, CPPB, CPPO Procurement Manager  
FOR

ORIGINAL

<b>City of Goodyear, Arizona</b>	<b>Finance Department Procurement</b> 190 North Litchfield Road P. O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7845 Fax: 623-925-0829
<b>INVITATION FOR BIDS</b>	

**OP 13-2195**

Materials and/or Services: Removal and/or Installation of Pavement Marking

Contract Type: Fixed Price

Due Date: September 12, 2012 Time: 3:30 p.m. Arizona Time

Procurement Specialist: George Bravakos, CPPB

Phone: 623-882-7845 Email: [george.bravakos@goodyearaz.gov](mailto:george.bravakos@goodyearaz.gov)

Fax: 623-925-0829

Mailing Address: City of Goodyear, City Hall Front Desk  
190 North Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

All Offers must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. **Late Offers will not be considered.** Offers received by the correct date and time shall be publicly opened and read. Offerors are advised to carefully read the *entire* Solicitation Package. Offers that do not comply with all Instructions to Offerors may be disqualified.

Offerors must register as a vendor with the City of Goodyear at <https://procurement.goodyearaz.gov/bso/> to obtain a solicitation packet. IFB packages can be obtained by downloading from the City of Goodyear's website: [www.goodyearaz.gov](http://www.goodyearaz.gov) and following these instructions: Enter City website, click on BUSINESS, click on Vendor Services/Procurement, click on Solicitations for Bids/Proposals, click on OP-13-2195. Should you experience problems downloading the solicitation, contact George Bravakos, CPPB at the above email address.

A Pre-Offer Conference will be held however attendance is **NOT** mandatory.

**Date: August 29, 2012**

**Location: City of Goodyear, City Hall, 190 N. Litchfield Road, Goodyear AZ, 85338**

All communications concerning this solicitation must be directed to responsible Procurement Specialist identified above, **via email** only. Communications with other city staff may disqualify you from the evaluation process.

Bob Carrier, CPPO, CPPB  
Procurement Manager

Published in the Arizona Republic southwest Section on: August 17, 2012 and August 22, 2012

**INSTRUCTIONS TO OFFERORS**  
**OP 13-2195**

**I. PREPARATION OF OFFER**

- a. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered
- c. The Offer and Acceptance document shall be returned with the submittal with an original blue ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No Offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the Offer shall be initialed in original blue ink by the authorized person signing the Offer.
- d. It is the Offeror's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Offers shall be submitted in a sealed envelope provided by the Offeror, and should include the Offeror's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Offeror to submit the offer at the place and by the time provided in the solicitation.
- h. Negligence in preparing an offer confers no right of withdrawal after the due date and time of the offer. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the offer, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Offeror shall submit one (1) original, marked "original" and one (1) copies of their offer with their submittal.

2. SERIAL NUMBERS

Offers shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. BRAND NAMES

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Offeror which proposes equal or greater quality, design or performance may be considered. The city has the sole authority to accept or reject any like items.

4. SUBSTITUTIONS OR EXCEPTIONS

The City reserves the option to not consider offers for award if the Offeror: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Offeror does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. DESCRIPTIVE LITERATURE

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

6. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. INQUIRIES

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Offeror shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business five (5) calendar days prior to the opening date.

8. BONDING

A bid bond for ten (10%) of the offer price is required to be submitted with the offer.

A performance bond for one hundred (100%) of the Contract price is required at the time of execution of the Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

A payment bond for one hundred (100%) of the Contract price is required at the time of execution of this Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

9. PRE-OFFER CONFERENCE

A Pre-Offer Conference may be held. Attendance at scheduled Pre-Offer Conferences is mandatory. The date, time and location of the conference are indicated on the cover page of this document. The Purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.*

10. LATE OFFERS/MODIFICATIONS/WITHDRAWALS

Offers, modifications of offers, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Offeror unopened. An Offeror (or designated representative) may withdraw their offer via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

11. AMENDMENT OF SOLICITATION

The Offeror must submit a signed copy of any solicitation amendment(s) with their offer. It is the responsibility of the Offeror to obtain the amendment from the City website.

12. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Offeror believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Offeror to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Offeror believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Offeror in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Offeror prior to the release of the information.

13. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

14. DISCUSSIONS

The City reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

15. PERSONNEL

It is essential that the Offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

16. AWARD OF CONTRACT

a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Offeror states otherwise, or unless provided within this solicitation, the City

reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all offers, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.

- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, offers do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical offers, the awardee will be determined by lottery.

#### 17. BUSINESS REGISTRATION PERMIT

All Offerors awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Tina Daniels at (623) 882-7874 or [tina.daniels@goodyearaz.gov](mailto:tina.daniels@goodyearaz.gov).

#### 18. PROTESTS

- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Bob Carrier, CPPO, CPPB  
Procurement Manager  
City of Goodyear  
P.O. Box 5100  
190 North Litchfield Road  
Goodyear, AZ 85338

Roric Massey  
City Attorney  
City of Goodyear  
P.O. Box 5100  
190 North Litchfield Road  
Goodyear, AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:
  - The name, address and telephone number of the protester;
  - The signature of the protester or its representative;
  - The solicitation or contract number;
  - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
  - The form of relief requested. R3-4-16.01
- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
  - *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
  - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.

d. The Procurement Manager is required to notify all interested parties that a protest has been filed.

**END OF INSTRUCTIONS TO OFFERORS**

**OP13-2195**

**SCOPE OF WORK**

**SPECIFICATIONS**

**1. SCOPE OF WORK**

The purpose of this Invitation for Bid is to enter into a contract to perform removal and/or installation of pavement marking. The City of Goodyear Street Division desires to retain qualified contractor(s) for the supplying, installing and/or removing of paint, thermoplastic, and profile thermoplastic pavement markings, as required, at various locations citywide as ordered by the City in accordance with these specifications and the provisions contained in this bid.

**2. DEFINITIONS**

The following definitions apply to the Specifications portion of the contract:

Department	City of Goodyear, Engineering
Contract Administrator	Street Superintendent
Contract Administrator's Representative	Person delegated responsibility for administration of portions of, or the entire contract by the Contract Administrator.
Inspector	The City's authorized representative assigned to make detailed inspections of contract performance.
Contractor	Firm and/or individual that will perform the work requested in this solicitation.
On-Site Supervisor	Contractor's employee authorized to direct or oversee work operations and having authority to make day-to-day decisions concerning the work operations.
Standard Specifications	The ADOT Standard Specifications for Road and Bridge Construction, current edition including errata and addenda.
MUTCD	Manual on Uniform Traffic Control Devices, current 2009 edition –as adopted by the City.
ASTM	American Society For Testing Materials
City of Goodyear	City of Goodyear Engineering Design Standards and Policies Manual to include striping notes (Current Edition)
PM-10	Particulate matter with a diameter measuring 10 micros or less
ADOT	Arizona Department of Transportation
MCDOT	Maricopa County Department of Transportation

### 3. WORK LOCATIONS

The work to be performed under this contract will be defined on a project by project basis via a project scope process herein defined. Striping may include Arterial, Rural, Collector, Residential streets and parking lots within the City of Goodyear boundaries.

The offeror shall commit to having sufficient local resources (materials, personnel and equipment) necessary to do projects on a short notice. The unavailability of resources within the City's time frame for funding and/or a specific road closure can be the basis for cancellation of the contract.

The applicable City of Goodyear representative or appointed representative(s) has the authority to coordinate, schedule, conduct, inspect, accept, monitor performance, and invoke warranty provisions within the stated provisions of this contract.

The City of Goodyear representatives:

City Engineer

David Ramirez  
195 N. 145<sup>th</sup> Ave.  
Goodyear, AZ 85338  
Phone: 623-882-7954

Street Superintendent

Brian Barnes  
4980 S 157<sup>th</sup> Avenue  
Goodyear, AZ 85338  
Phone: 623-882-7501

The contractor shall be responsible for coordinating all pavements marking work with the Street Superintendent. A written project scope and Purchase Order number for the pavement marking project from the Street Superintendent are necessary before any work can proceed on any project. Any work that is done by the contractor without proper authorization may not be eligible for payment.

The City makes no guarantee regarding the use or non-use of this contract.

The materials furnished and installed along with all other work performed under this contract shall conform to all applicable State, Federal and local requirements. This includes the following:

Manual on Uniform Traffic Control Devices (MUTCD), current edition as adopted by ADOT; City of Goodyear Engineering Design Standards and Policies Manual current edition; MCDOT Pavement Marking Manual current edition; ADOT Standard Specifications for Road and Bridge Construction current edition plus all applicable Stored Specifications; ADOT Standard Drawings for Signing and Marking current edition and any documents referenced directly in the specifications and this IFB.

### 4. WORK DETAILS

This contract will involve a number of different categories of pavement marking work. The necessary traffic control work and mobilization, if applicable, is regarded as in support of all the pavement marking work items and will be managed accordingly.

The contractor shall supply all the necessary materials, labor, equipment and traffic control to do all the pavement marking work described herein.

The categories of pavement marking work are:

- Waterborne Paint Markings (WPM)
- Thermoplastic Markings (THM)
- Raised Pavement Markings (RPM) & Tubular Markers
- Existing Pavement Marking Removal (PMR) and/or Surface Preparation (SP)
- Epoxy Markings (EPM)

The technical requirements regarding all the work within this contract and the applicable Price Sheets will be divided into these five categories. All the labor, equipment and other items necessary for the proper execution of this work will be considered to be included within these five areas.

The marking work described in the five categories will be further divided into two basic types of work based on application. The work units are as follows:

UNIT 1 - Short line work: Short line work is defined as those markings that are typically installed or removed using a walk behind hand cart unit. The types of markings installed or removed under payment items on the short line price sheets will include cross hatching, intersection guide lines, stop bars, crosswalks, legends, arrows, raised curb painting and railroad markings. The short line work unit can also be used, at the approval of the City, to reinstall short segments ( $\pm 200$  feet or less) of long lines if necessary.

UNIT 2 - Long line work: Long line work is defined as those markings which are typically installed or removed at a fairly rapid speed using a long line truck that has a driver and an operator. The types of markings to be installed or removed under payment items on the long line price sheets will include lane lines, center lines, edge lines, gore lines and storage lines.

The arterial, collector, residential and parking lots re-stripe projects will involve layout, removal and tape and reflector tab work.

The applicability of the specific project quantity value will be estimated on the proposed project scope. It shall be the contractor's responsibility to verify the indicated quantities and quantity value levels. Agreement on the project quantities is required before a Purchase Order can be issued.

The estimated cost of the traffic control shall be based on a plan that is equally applied to all contracts when this determination is made.

The City also reserves the right to replace the Contractor's work forces with the City's forces. In the event of this action, the Contractor shall be compensated for all satisfactorily completed work.

Possible justifiable occurrences that may be the basis for the City to use these provisions are as follows:

1. Inability of the contractor to perform all or a major portion of the needed work. This includes the suspension for a contract violation of the contractor from a prior pavement marking project. This also includes the contractor failing to follow the commitment made and documented on the Certificates of Compliance (Attachment 3 – Equipment and Attachment 4 – Materials).
2. The non-availability of the contractor to do the work within the City's required time frame.
3. Prior documented poor performance by the contractor to do pavement marking work in a safe, orderly and timely fashion that is in full compliance with these specifications. This includes poor workmanship; the use of inappropriate or defective methods, equipment and/or materials; the use of untrained personnel; and lack of proper supervision.

Additionally, even after a pavement marking project has commenced the City can, based on these same reasons, suspend a contractor from the project. The suspended contractor shall be responsible for the costs of all damages incurred to the City if this situation arises. This includes, but is not limited to, the removal of defective markings and the reinstallation of new markings by a replacement contractor.

The Street Superintendent will be the City's authority on all work accomplished on the pavement marking contract.

#### 4.1 Project Procedures:

The procedures for pavement marking projects shall include the following:

- Step 1 The City identifies the need for a project and send a copy of the preliminary project scope to the contractor. The contractor will review and verify all aspects of the proposed project. This includes a project site visit to verify pavement and/or existing marking conditions. The contractor shall respond to the preliminary request, within ten (10) working days. This response shall include: verification of the items of work needed, an estimate of quantities/costs, traffic control plans/costs, a work plan and schedule. The contractor shall deliver copies of their response to the Street Superintendent via email.
- Step 2 The City will then review the project scope, costs and timing. The City will respond by entering a requisition for the work or revising the scope. Once a Purchase Order has been received, the City will issue a Notice to Proceed.
- Step 3 A pre-construction meeting will be scheduled if necessary to review traffic control, project timing and schedule and coordination with other street preservation contractors or City staff. The City shall issue an approved traffic control notification prior to any work being started.
- Step 4 The contractor shall conduct the work as scheduled and planned and shall coordinate directly with the City's authorized supervisor and inspector. All work shall be performed in accordance with these specifications, the project scope and as directed by the City. If during the pavement marking project there is any change of condition and/or delay of the traffic control plan or the striping project, the contractor shall document the change accordingly and notify the City representative immediately. No work beyond the scope of the original Purchase Order, or the contract shall be performed without prior written authorization from the City. No work that is beyond the scope of the contract shall be authorized unless justified and approved within the contract guidelines and authorized by an approved Change Order.

The contractor shall submit daily reports to the City representative of all quantities of work completed, material used and compliance with traffic control via email.

- Step 5 The City may conduct a final installation inspection based on all the requirements contained herein. The City will develop a list of any corrections the contractor needs to do before the project can be accepted. The contractor shall take the necessary action to correct all problems.

Note: The City's initial acceptance and payment of any work performed on this contract does not relieve the contractor of any responsibilities of the performance of the pavement markings in the field per the requirements stated in Section 15.

- Step 6 Once all field activities have been completed, the contractor and the City shall meet, if necessary, to review and finalize the quantities eligible for payment. Additionally, any problems or discrepancies will be discussed, resolved and/or assessed at this time. Once this is done the contractor shall prepare a summary of all the project quantities and payment items for the City approval and submit all invoices as agreed.

Changes in this basic procedure and the reference forms are allowable if approved by the Street Superintendent.

## 4.2 Items of Work

All items of work shall be provided in conformance to the specifications and as presented on the appropriate Unit Fee Schedule.

### 4.2.1 General

The Contractor shall provide all necessary pavement marking materials and incidentals to install the pavement markings as indicated on the project scope, Specifications and Price Sheets.

#### 4.2.2 Method of Measurement

The installation, removal of pavement marking lines, and surface preparation will be measured by the linear foot along the center line of the pavement marking line (or stripe) and will be based on the specific payment item as herein described and specified on the appropriate Price Sheets.

Any measurement of a line that is not specifically addressed per the Price Sheets with a plan width and length that is greater or less than the basic four inches will be converted to the appropriate four inch wide item by the following method:

$$\frac{\text{Width of striping (inches)}}{4(\text{inches})} * \text{Length of striping (feet)}$$

This measurement method is defined as the equivalent four inch linear foot.

No measurement will be made of gaps (e.g. area of no marking) between the dashed lines. The installation and the removal of crosswalk lines, stop bars, stop lines, gore lines, cross hatch lines, chevron lines, the "X" in a railroad marking and railroad marking transverse lines will be measured per the linear foot per the width specified or the averaged width as measured in the field as equated by the equivalent four inch wide linear foot formula contained herein. This includes the installation of primer/sealer for thermoplastic lines, the removal of PCCP curing compound and the removal or surface preparation of existing pavement markings.

The installation, removal, and surface preparation of pavement marking symbols and legends shall be measured by each unit. Each pavement symbol and each legend that exists in the field and/or is a part of the project scope will be considered a unit.

A symbol unit is defined as a complete turn arrow, combination arrow, through (or straight) arrow, bike lane symbol. A four letter legend unit is defined as a complete "ONLY", "TURN", "XING", "RIGHT", "LEFT", or "STOP." All other pavement legends will be paid for based on the single letter.

All curb painting shall be paid for by the actual lineal footage measured in the field by the contractor and approved by the City representative. Removal of curing compound from Portland Cement Concrete Pavement (PCCP) and the application of any primer sealer, which may be applied to both old and new PCCP, prior to the application of thermoplastic marking, shall be measured by the linear foot for lines (or stripes) or unit each for symbols and legends, respectively, depending on the nature of the work to be done, in accordance with the items of work established in the Price Sheets.

#### 4.2.3 Applied Quantities

The contractor shall also provide detailed information on the linear feet, symbols and legends.

#### 4.2.4 Application Requirements

The work under all pavement marking installation items shall consist of cleaning and preparing pavement surfaces and furnishing and applying all materials and reflectorized markings to the prepared pavement as required by the project scope and in accordance with the manufacturers' specifications, and the requirements of these specifications. A wide variety of work is required under this contract. The materials, method and equipment used shall conform to the necessary requirements to ensure proper and successful application. All work performed on this contract shall be subject to inspection by the City. The contractor shall give the City full access and cooperation in the discharge of these duties.

#### 4.2.5 Pavement Marking Location

To prevent marker bond failure the application of pavement markings shall follow these installation location rules:

Longitudinal lines (e.g. lane lines, edge lines, gore lines) should not be placed on PCCP, AC, ACFC or chip seal construction joints if at all possible. The lines shall be placed so the material is on the continuous even surface of the pavement. The minimum offset is one (1) to two (2) inches if possible, clear from the construction and/ or expansion joints, and curb/pavement joints unless otherwise shown on the plans or directed by the City.

The edge line shall not be placed on the joint between the traveled lane and the shoulder.

The placement of symbols and legends on construction joints or uneven pavement surfaces shall be avoided. Relocations of symbols and legends in conflict shall be approved by the City.

Markings shall be laid out as defined on the project scope, project special instructions/plans and as directed by the City.

When markings are placed over existing pavement markings, unless otherwise directed by the project scope, the new pavement marking shall overlay the existing pavement markings. The starting and stopping points on long line applications shall not vary more than two (2) inches length wise and not more than ½ inch on the width. Overlaying of existing legend and symbols shall match the existing markings within one (1) inch or less.

#### 4.2.6 Materials

All pavement marking materials including the drop-on glass beads (as applicable), primer sealer (if necessary for the thermoplastic markings) shall be inspected and approved by the City prior to their application. The contractor shall allow the City sufficient time and adequate access to all stored or stockpiled materials to perform this inspection. Labor to move materials around to facilitate this inspection shall be supplied by the contractor. All materials used shall conform to the Certificate of Compliance (Attachment 4) on record and this specification. No changes are allowed without prior written approval by the City.

The City reserves the right to sample and test any materials used on the project. All materials that do not meet specifications will be rejected.

All materials shall be properly packaged and stored and shall have accurate package markings that define the manufacturer, batch number and date of manufacture. Additionally, the material type and formulation shall be distinctively shown on each container. Material Safety Data Sheets (MSDS) and manufacture application requirements shall be attached to pallets or groups of materials as appropriate. All formulations shall be as required by the manufacturer for the application equipment to be used by the contractor and per the requirements of these specifications.

The contractor shall provide a full accounting of all marking materials applied. Thus, it is important that the contractor carefully monitor material inventories on every project.

It shall be the responsibility of the contractor to provide for adequate disposal in approved landfills of any removed marking material, cleaning fluids, excess material and all empty containers. Venting of pavement marking materials on state property is allowed if approved by the City. The contractor shall clean up all vented material.

#### 4.2.7 Pavement Surface

The contractor shall remove all dirt, dust, grease, oil or other detrimental material from the road surface prior to application of any pavement marking material. This includes using a hand push broom to remove surface dust and dirt for all hand application work. This also includes poorly adhered existing pavement and pavement markings not defined as marker obliteration on the project scope. The surface of all existing markings to be overlaid shall be cleaned.

The application of any marking material over a surface in poor condition shall not be allowed unless the surface is prepared (as stated in Section 4.7 below) or if it is specifically requested on the Work Order and approved by the City. If a material is to be overlaid on the poor surface without preparation, the type of application shall be limited to waterborne paint or 40 mil thicknesses of sprayed thermoplastic. It is the responsibility of the contractor to verify the condition of all surfaces prior to the finalization of a Work Order.

The method of cleaning the surface is subject to approval by the City and shall include PM-10 approved machine sweeping, hand sweeping and the use of high-pressure air spray. All loose material including grindings and obliterated marking material shall be collected and removed from the pavement surface and properly disposed of. The method of surface preparation shall be per the recommendations of the pavement marking material manufacturer. The cost for cleaning and preparing the surface, including abrasive sweeping and high- pressure air spray, shall be considered part of the cost for applying pavement marking material. No separate measurement or payment will be made for this work, unless otherwise noted on the project scope per the applicable surface preparation and/or marking obliteration items.

The road surface shall be absolutely dry with no surface dampness, dew or subsurface wetness. The day material is to be applied there shall be no forecast of rain for the day. If it begins to rain all marking operations shall be stopped.

Pavement subsurface moisture can be present in amounts sufficient to affect proper bonding, even if the pavement surface appears dry. If the presence of subsurface moisture is suspected the following test procedure shall be performed prior to the start of pavement marking operations. A two foot by two foot section (or sheet) of clear plastic shall be taped to the roadway. The sheet shall remain on the roadway for at least a half hour. If at any time during this half hour significant moisture accumulates on the inside (or pavement side) of the plastic then pavement marking operations shall be delayed or postponed until such time the pavement has dried.

#### **4.2.8 Air and Pavement Temperature**

Each material has its specific application temperature requirements. The material manufacturer's recommendation regarding these temperatures shall be followed at all times. If at any time during marking operations the temperature falls below these requirements all marking operations shall stop.

Air and pavement surface temperatures shall be measured one half hour prior to, and one to two hours after striping installation activities begin and continue through the end of the day (if temperature specification is near critical). If needed, the City may require temperature readings be taken at shorter time intervals. The measured temperatures shall be recorded in a log book by the contractor. The pavement surface temperature shall be measured with an approved standard surface temperature thermometer or a non-contact infrared thermometer.

#### **4.2.9 Calibration Process**

Each day prior to the start of any pavement marking operations that involve paint or thermoplastic (for spray applications) the contractor shall calibrate the wet film thickness and glass bead application to those specified rates. Any work performed without the benefit of calibration may be rejected. Calibration details shall be submitted to the City at the City's request. The City has the right to reject any work completed daily where the calibration testing has not been submitted by the contractor.

All glass bead application equipment shall be calibrated prior to the start of striping operations so the application rate of the glass beads coincides with the required thickness of the pavement marking material and, if sprayed, the application speed.

#### 4.2.10 Glass Beads

Drop-on glass beads shall be immediately mechanically deposited after the paint, thermoplastic or profile thermoplastic markings are applied. If the glass beads are not adhering to these markings as intended, all operations shall be stopped until the problem can be corrected. All markings that are determined by the City not to have sufficient drop-on glass beads, as herein specified, shall be either removed and replaced or overlaid with new markings at no additional cost to the City. Drop-on glass beads anchor and retro-reflect best at 55% to 60% embedment of their diameter.

#### 4.2.11 Thickness

Pavement marking materials shall be applied to the required thickness. Contract remedies may be sought if markings are found by the City that is below the required thickness. The remedies will be directly proportional to the items installation cost plus a one cent per foot mark-up for traffic control. Thus, if a line is 10% less than the required thickness (the actual field thickness divided by the specified thickness x 100) then a 10% pay reduction will be applied to those quantities of markings that are found to be too thin plus one cent mark-up for traffic control.

The contractor shall make a consistent effort not to allow thickness problems to arise so the thickness penalty procedure can be avoided. The contractor shall make periodic spot checks of the required thickness to the applied markings for paint, thermoplastic and epoxy thickness. These checks shall consist of two or three per mile for long line applications and on every separate marking for short line applications.

Random spot checks of the markings thickness may also be made by the City to ensure conformance with the requirements of these specifications. The contractor shall inspect the wet thickness immediately after the marking is applied by inserting a thin, graduated machinist rule or similar instrument into the wet material to the depth of the underlying surface. The thickness is then determined visually by noting the depth of penetration. The City's inspector may use this method or an alternative spot check procedure which is to place a small flat sheet of black painted metal or tape with a known thickness immediately ahead of the striping apparatus. After striping, the sample shall be measured with a suitable measuring device to determine the thickness of the marking.

If the thickness of the applied markings is not conforming to the requirements of the specifications within acceptable parameters all marking operations shall stop. Waterborne paint markings shall not be applied any thicker than 16 to 17 mils. Corrective action shall immediately be taken (e.g. adjusting application speed and/or pressure or gun flow settings) to ensure that the proper thickness is being applied. Corrective measures may include the reapplication of additional thickness to already applied markings that are known to be thin. If three or more stops are made to correct thickness problems, the City may order the contractor to recalibrate per the procedures stated herein.

#### 4.2.12 No-Track and Drying Time

Each pavement marking material has its own specific no-track and drying time that vary greatly with ambient weather conditions. The contractor shall coordinate with the material manufacturer on the times that apply to their materials. The no-track and drying times shall be accounted for in all traffic control plans. Traffic shall not be allowed on any paint or thermoplastic marking until it has reached no-track.

No-track is the lapsed time that is required for the markings, as applied in the field with glass beads, not to splash or track any applied marking material when run over with a vehicle tire. The Contractor shall be responsible for all claims made for markings splashed on vehicles arising from the contractors operations. Coning of applied markings shall be performed as necessary. The contractor shall be responsible for any corrective action or remedial repairs necessary due to damage to striping or street treatments from tracking during the drying time.

The drying time shall be defined as the minimum elapsed time, after application, when the pavement markings shall have and shall retain the characteristics required herein and after which normal traffic will leave no impression or

imprint on the newly applied markings. The City may conduct a field test in accordance with ASTM 0-711 to verify actual drying.

#### 4.2.13 Appearance and Width of Placed Markings

The finished pavement marking line shall have well defined edges and be free from waviness. Lateral deviation of the line shall not exceed one inch in 100 feet. The longitudinal deviation of a line segment and gap shall not vary more than six inches in a 40 foot cycle. According to the width of line called for on the plans the actual width of line shall be within the limits specified in the following table:

Plan Width	Actual Width
4 inches	4 to 5 inches
6 inches	6 to 7 inches
8 inches	8 to 9 inches
Over 8 inches	Plus 1 to 2 inches

After application and sufficient drying time, the marking shall show no appreciable deformation or discoloration under local traffic conditions in an air and/or road temperature ranging from -10° to +180° F.

#### 4.2.14 Retroreflectance

The white and yellow pavement markings shall have the following minimum retroreflectance values as measured by a 30 meter Miroflux 30 or equivalent portable retroreflectometer initially, and/or forty-five (45) days after application to the roadway surface:

Product	Retroreflectance (Millicandelas)
White	175
Yellow	125

The sample rate to determine if the applied markings meet this requirement will be based on a minimum of four randomly selected points taken approximately at quarter points throughout the entire length of the project. Readings taken at each point shall be for each type of marking that is represented at that location. Such as edge lines, lane lines, legends, symbols, stop bars and cross walks. Three readings will be taken and then averaged with the compliance determination based on the average of those three readings. Additional sample points may be taken by the City.

The City considers the Road Vista Stripe Master I or Stripe Master II or equal to be portable retro-reflectometers for determining the requirements stated herein.

If approved by the City, the Contractor may elect to increase bead application rates to ensure conformance within these requirements.

#### 4.3 Other Requirements

All work items shall conform to the applicable requirements specified in the following documents:

- Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2008 Edition including errata, and addenda and all related Stored Specifications.
- Arizona Department of Transportation, Materials Testing Manual (THE DEPARTMENT M-XII-TWO-D), Materials Section, Current Edition (Materials Testing Manual).
- American Society for Testing Materials (ASTM), Standard Specifications.
- American Association of State Highway and Transportation Officials (AASHTO), Standard Specifications for Transportation Materials and Methods of Sampling and Testing.
- Manual on Uniform Traffic Control Devices (MUTCD), current edition, as adopted by the City.
- City of Goodyear Engineering Standards and Policies Manual (Viewed online at [www.goodyearaz.gov](http://www.goodyearaz.gov))
- Maricopa County Department of Transportation Pavement Marking Manual

Copies of materials can be obtained directly from the listed organizations.

#### 4.3.1 Brand Name

The brand name products that are known to be in conformance with these specifications are listed in Section 13. Alternative brands will be considered if proven to be of equal or better quality than those listed.

#### 4.3.2 Technical Discrepancies

If, at any time, the Offeror is aware of any discrepancies between this specification and any other standard or criteria referenced they shall notify the City in writing. This notification shall provide detailed information regarding the potential problem and present possible solutions.

#### 4.3.3 Satisfactory Performance Life

All materials shall be applied per the manufacturer's recommendations and per the applicable requirements of the specifications. Satisfactory performance life shall be considered to be achieved if the actual life of the applied markings do not deteriorate due to natural causes and normal road wear within the specified expected pavement marking life times. The minimum expected pavement marking lifetimes are detailed in Section 15. The contractor shall correct any unsatisfactory performance conditions within that time frame without cost to the City. Consistent unsatisfactory performance may be grounds for parcel or total cancellation of a contract.

Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- Any cracks and/or breaks in any portion of the applied materials that may cause a loss of adhesion or unsightliness that is clearly visible to passing motorists.
- Any shrinkage that is more than 1/4 inch.
- Any delamination of any layer.
- Significant discoloration to the point that the marking fails to conform to specified color.
- Significant cracking, crazing, blistering, flaking or chipping that causes the markings to look unsightly and worn out.
- Loss of nighttime reflectivity. All markings shall have a retroreflective appearance.
- Initial retroreflectance that is below the required minimums (Section 4.2.14).
- The markings were not placed properly per the requirements of the specifications.
- Loss of adhesion due to underlying dirt that should have been cleaned off before the markings were placed.

Subjective and/or objective measures as based on this specification and other nationally accepted standards and practices will be used by the City to judge unsatisfactory performance. The contractor shall warranty all applied materials specified to expected pavement marking life times.

#### 4.4 WATERBORNE PAINT MARKINGS (WPM)

##### Description

The work under this subsection shall consist of cleaning and preparing pavement surfaces and furnishing and applying reflectorized waterborne paint pavement markings using a hand cart (or short line) spray device (with wand attachment) and long line spray truck. The paint shall be applied to the locations, shapes, widths and thickness as required by the project scope, details shown on any attached plans (if applicable) and in accordance with the manufacturers' specifications, these specifications and as directed by the City. The materials, calibration, testing, color, glass bead types, equipment and application shall conform to ADOT Standard Specifications for Road and Bridge Construction 2008 Section 708.

#### 4.5 THERMOPLASTIC MARKINGS (THM)

##### Description

The work under this subsection shall consist of cleaning and preparing pavement surfaces and furnishing and applying either white or yellow thermoplastic reflectorized pavement markings. This shall be accomplished using hand cart extrusion or long line spray dispensing devices of the required shape and thickness to the prepared pavement surface at the locations specified on the project scope. This work shall be performed in accordance with the details shown on any attached plans, if applicable, the manufacturers' specifications, the requirements of these specifications and as directed by the City. The materials, calibration, testing, color, glass bead types, equipment and application shall conform to ADOT Standard Specifications for Road and Bridge Construction 2008 Section 704.

Extruded 90 mil thermoplastic turn lane guidelines that go through signalized and nonsignalized intersections shall be paid for by each four-inch wide by two-foot long stripe or line installed.

#### 4.6 EPOXY MARKINGS (EPM)

##### Description

The work under this subsection shall consist of cleaning and preparing pavement surfaces and furnishing (if not furnished by the City) and applying either white or yellow sprayed reflectorized epoxy pavement markings to the prepared pavement in accordance with the manufacturers specifications, the project work plan, the requirements of these specifications, and as directed by the City. The marking configuration, glass bead application requirements and thickness shall be specified per the Contract Work Order.

Epoxy pavement markings shall not be applied to new AC pavement surfaces for a minimum of 30 days after the pavement has been placed. Additionally, the surface to which they are applied shall be virtually free of any existing striping. It is allowable to place the epoxy markings over a very thin layer of temporary centerline striping that has been in place a minimum of 30 days. Epoxy materials shall not be placed over any existing striping or edge lines unless they are 85 to 95 percent removed.

##### 4.6.2 Materials

##### General

The epoxy pavement marking material shall be a 100 percent solids UV-stabilized system, formulated and designed to provide a simple volumetric mixing ratio of the two components (resin and catalyst). The characteristics of the material shall be such that complete and even coverage of specified areas to the required thickness is provided by the required application method and rate. Upon drying the epoxy material shall produce an adherent durable reflectorized marking capable of resisting deformation and wear in the roadway. The material shall be suitable for application to old and new asphaltic concrete and Portland cement concrete pavement surfaces.

#### 4.6.3 Curing and No-Track Time

No-track time shall be defined as the time necessary for the epoxy marking to cure to a no-track condition. The epoxy marking, when properly applied with the required gradations and bead application rates per gallon, shall cure to a no-track condition, when tested in accordance with ASTM D 711, within 30 minutes at 40° F and no more than 20 minutes at temperatures of 70° F or more. Faster dry formulation, other than those products listed in the Special Terms and Conditions, can be used if epoxy markings are to be applied under traffic on two-way roadways.

The applied epoxy material shall be capable of fully curing at a minimum pavement surface temperature of 32° F. At a room temperature of 75° F (+/- 2°) a sample shall be capable of curing to full strength in 72 hours.

#### 4.6.4 Drop-On Glass Beads

The drop on reflective glass beads shall conform to the requirements of Subsection 708-2.02 of the Standard Specifications, except the bead coating shall be per the bead manufacturer's recommendation for use with epoxy.

The glass beads shall display no tendency to absorb moisture in storage, and shall remain free of clusters and lumps. The beads shall flow freely from dispensing equipment at the time of application.

#### 4.6.5 Installation Requirements

##### Epoxy Application Equipment

The long line pavement marking equipment shall have a system capable of spraying both yellow and white epoxy pavement markings. The short line application equipment can be suitable for only one color. The marking vehicle shall be of sufficient size and stability with an adequate power supply to produce lines of uniform dimension, with square edges, and proper mix of the two component parts to ensure proper application. The long line equipment shall be capable of placing markings and applying glass beads at both the left and right sides of the truck, and placing two lines simultaneously with either line in a solid or intermittent pattern in either yellow or white. All sprayers shall be in full view of the operators at all times.

The application of short lines (stop lines, crosswalks, legends, and symbols) shall be accomplished via a hand wand attachment to a long line truck. All short line markings shall be applied utilizing pre-cut templates that are fashioned in a manner to provide neat and square marking edges that are in accordance with the required marking configuration. Beads shall be hand applied. Bead application rates shall be achieved by using pre-measured buckets. The beads are then to be evenly distributed over the markings.

#### 4.6.6 Application

All epoxy pavement marking materials and glass beads will be inspected and approved by the City Inspector prior to their application. The contractor shall also provide samples of said materials if requested by the City.

When epoxy markings are to be applied to new Portland cement concrete pavement, any curing compound present shall be removed by means of a high-pressure water jet or sandblasting, followed by sweeping and high-pressure air spray. The curing compound shall be removed at least one inch beyond the width of the marking to be installed.

The removal of curing compound will be paid for separately.

The standard application thickness and bead rates for epoxy markings shall be as follows:

No.	Type of Material and Application	Surface Type	Thickness	Bead Application
-----	----------------------------------	--------------	-----------	------------------

1	Epoxy long lines	Any (poor surfaces should be prepared prior to application)	0.015 ± 0.002"	22 lbs. of ADOT standard beads per gallon
2	Epoxy long lines	New pavement, clean pavement or one thin coat of paint	0.025 ± 0.002"	22 lbs. of ADOT standard beads per gallon
3	Epoxy short lines, legends and symbols	Any	0.025 ± 0.002"	22 lbs. of ADOT standard beads per gallon

NOTES: (1) "Long lines" - lane lines, edge lines, centerlines, gore lines, and ramp skip lines  
(2) "Short lines" - are crossbars, crosswalks, intersection turn lines, cross hatch, or any other transverse line which crosses a traffic lane

**The contractor shall protect the newly applied epoxy pavement markings from traffic during the required drying time. Coning on two-way roadways is required.**

#### 4.7 PAVEMENT MARKING REMOVAL (PMR) AND SURFACE PREPARATION (SP)

##### Description

The work under this subsection shall consist of all the necessary work to remove (or obliterate) existing permanent white and yellow pavement markings (lines, legends, symbols and raised pavement markers) or prepare these types of surfaces for restriping in accordance with the applicable requirements of the project scope, these specifications and as directed by the City. The work shall also include the cleaning of surrounding pavement surfaces, removal and disposal of removed material and pavement repair as necessary. The markings to be removed shall be as detailed on the project scope.

##### 4.7.1 Work Requirements

Painting over existing pavement markings or covering with pavement treatments does not constitute obliteration. This includes the application of new permanent markings over existing markings designated to be removed. If the project scope specifies removal, then all markings are to be removed and the surface cleaned prior to the application of new markings. If the project scope specifies surface preparation, then all existing marked surfaces scheduled to be remarked are to be prepared and surface cleaned prior to the application of new markings.

The removal of lines for the arterials, collectors and residential streets will include all materials and widths.

All obliteration and surface preparation shall be by an abrasive with a waterborne substance, air driven substance, or grinding method. No other method is acceptable. However, all obliteration and surface preparation methods used shall be in compliance with all federal, state and local safety and environmental laws. It is the contractor's responsibility to apply for any required permits (if applicable) in a timely fashion so as not to create a delay.

Pavement surfaces that are unduly damaged as a result of obliteration or surface preparation work shall be repaired in a manner acceptable to the City at no additional cost to the City. This requirement only applies to those pavement surfaces that are judged by the City to be in good shape prior to any removal or surface preparation activities.

Pavement grinding shall not penetrate the pavement surface more than 1/8 inch. Grinding of pavements installed within the past year is not recommended. It shall be the responsibility of the contractor to provide for adequate disposal of removed material in approved landfills. Dumping of removed materials on City property is prohibited unless approved by the City.

After removing the existing pavement markings or preparing marked surfaces identified, the contractor shall immediately clean-up and contain all loose material from the road surface prior to reopening the roadway to traffic. The method of cleaning the surface is subject to approval by the City and shall include sweeping and/or vacuuming. All loose material including all grindings and obliterated marking material shall be collected and removed from the pavement surface and properly disposed of.

If the area in which markings have been removed or surface prepared is going to have new markings applied to it, then the method of surface preparation shall also be per the recommendations of the pavement marking material manufacturer. The cost for drying (if water method is used) or cleaning and preparing the surface, including abrasive sweeping and high-pressure air spray, shall be considered part of the cost for applying the new pavement markings and no separate measurement or payment will be made for this work, unless otherwise noted on the project scope or herein included and described.

The application of primer sealer for thermoplastic and the removal of PCCP curing compound will be paid for under a separate items.

Markings that are obliterated (or removed) shall be 98% to 100% removed.

If existing pavement markings are to be overlaid with new markings, then the existing markings surface shall be prepared so that the new markings are placed on existing material (existing markings or pavement) that is well adhered to the pavement. To accomplish this, the contractor shall remove a minimum of 20% of the existing markings.

The obliteration (or removal) of pavement marking lines will be measured by the linear foot along the center line of the existing pavement marking line (or stripe) and will be based on a six inch wide line based on type material it appears to be (thermo/tape/epoxy or paint) and the pavement surface that it is on (PCCP or AC) regardless of thickness or the number of layers. The most difficult marking material to remove will govern which payment item is to be used for that work.

#### **4.8 RAISED PAVEMENT MARKINGS (RPM)**

The work under this section shall consist of cleaning and preparing the pavement surface; furnishing all materials, equipment, tools and labor; and placing raised pavement markers of the type specified at the locations and in accordance with the details shown on the plans and the requirements of these specifications.

##### **4.8.1 Reflective pavement markers shall be of the following type:**

- Type C Clear, red
- Type D Yellow, two-way
- Type E Clear, yellow
- Type G Clear, one-way
- Type H Yellow, one-way
- Type BB Blue, hydrant marker

All RPMs shall conform to ADOT Standard Specifications for Road and Bridge Construction 2008 Section 706.

##### **4.8.2 Construction Requirements**

The portion of the street to which the markers are to be attached shall be free of dirt, existing painted lines, curing compound, grease, oil, moisture, loose or unsound layers and any other material which could adversely affect the bond of the adhesive. The method of cleaning the pavement surface and removal of detrimental material is subject

to approval by the City representative and shall include sweeping and the use of high-pressure air spray. On PCCP and old asphaltic concrete pavements, cleaning shall be accomplished by sandblasting, followed by sweeping and/or air blowing. Newly placed asphaltic concrete pavement need not be sandblasted unless, in the opinion of the City representative, the surface is contaminated with materials that would adversely affect the bond of the adhesive.

The adhesive shall be placed uniformly on the cleaned pavement surface in an amount sufficient to result in complete coverage of the area of contact of the markers, with no voids present and with a slight excess after the markers have been placed. The markers shall be placed in position and pressure applied until firm contact is made with the pavement. The markers shall be protected against impact until the adhesive has set to the degree acceptable to the Engineer.

Excess adhesive on the pavement and on the exposed surfaces of the markers shall be immediately removed. Thinners or solvents which may be detrimental to either the markers or the bond provided by the adhesive shall not be used in removing excess adhesive.

Markers shall not be installed when the temperature of the pavement surface or the atmosphere is less than 40 degrees F, when the relative humidity is 80 percent or higher or when the pavement surface is not dry.

All markers shall be installed to the line approved by the City representative and in such manner that the reflective face of the markers is perpendicular to a line parallel to the roadway centerline. No pavement markers shall be installed over longitudinal or transverse joints of the pavement surface.

#### **4.9 TUBULAR MARKERS**

The work under this section shall consist of furnishing and installing flexible tubular markers in accordance with the details shown on the project plans and the requirements of these specifications. The work shall also include the removal and salvage of the markers when ordered by the Street Superintendent.

##### **4.9.1 Material**

The post shall be of a flexible material which is resistant to impact, ultraviolet light, ozone, hydrocarbons and stiffening with age. The base shall prevent post removal by impact or vandals. The post and base shall exhibit good workmanship and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability. The post shall be designed to resist overturning, twisting and displacement from wind and impact forces. A 50-mile per hour wind load shall not deflect the post more than two inches from the at-rest position. Measurement shall be made at the point of maximum deflection and normal to the movement. The post shall have minimum tensile strength of 1,100 pounds per square.

All tubular markers shall conform to ADOT Standard Specifications for Road and Bridge Construction 2008 Section 707.

##### **4.9.2 Construction**

The base shall be installed with an epoxy adhesive or acceptable alternate, in accordance with the manufacturer's specifications. When used in a construction work zone, it shall be the contractor's responsibility to keep the tubular markers bright and clean for maximum target value.

When replacement, repair or resetting of markers is necessary during traffic control in a construction work zone, such work shall be done immediately by the contractor.

## 5. WORK SCHEDULE

The Contractor shall provide the City with a work schedule as part of the project scope. The work schedule shall account for known City priorities and also seasonal weather conditions. Work schedule and planning meetings shall be held as necessary and as requested by the Street Superintendent.

All work shall be performed during times requested by the Street Superintendent. No work will be performed on weekends or City holidays without prior approval by the Street Superintendent. All work hours and days will be subjected to restrictions that are established by the Street Superintendent. The contractor may be required to work at any hours of the day or night, week or weekend. This provision is necessary to minimize the negative impacts on the motoring public.

The scheduling of all work shall account for the ambient and surface temperature requirements of the materials to be applied. Additionally, the schedule shall have adequate time for the logical completion of all work activities, including drying time of applied markings, and the setting and removal of the necessary traffic control.

Contractor shall adhere to the approved work schedule and shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor. If the Contractor falls behind schedule at any time, additional workers shall be assigned at no additional cost to the City until the work is back on schedule.

The City reserves the right to make adjustments in the schedule at any time to avoid conflict with street preservation or maintenance operations or to better serve the City's needs. All work crews and work crew supervisors (marking and traffic control) shall be equipped with mobile phones. The contractor shall provide the City a detailed listing of their crews and their phone numbers.

All contractor generated plans and schedules are subject to City approval. Any significant change to the schedule and/or plan must be submitted to the Street Superintendent for review and approval.

All work schedules and plans shall conform to the applicable requirements of the project scope procedures contained herein.

The contractor shall adhere to the approved work schedule and plan. If work is not completed per the schedule and/or plan, a written report to the Street Superintendent shall be made explaining why the work was not completed. This report shall be made within the first working day of the following week. A plan for getting back on schedule shall be contained within this report. If contractor action or non-action is judged to be the reason for the problem, the City may require the contractor to assign additional personnel and equipment to get the project back on schedule. Any additional costs associated with this assignment of additional resources (e.g. overtime, equipment rental, traffic control, subcontractors) to the project that is beyond the scope of this contract will be borne by the contractor.

## 6. MAINTENANCE & PROTECTION OF TRAFFIC

6.1 All traffic affected by this construction shall be regulated in accordance with the City of Phoenix "Traffic Barricade Manual" and these Special Provisions. Prior to a Notice to Proceed being issued, the contractor will submit their traffic control plans to the City for review. The contractor will adhere to the approved traffic control plans and dates. The City will issue the approved traffic notice. The following traffic restrictions are minimum requirements throughout the construction period:

6.1.2 A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 6:00 a.m. to 8:30 a.m., and 4:00 p.m. to 7:00 p.m.

6.1.3 A travel lane shall be defined as ten (10) feet of roadway with a safe motor vehicle operating speed of twenty-five (25) miles per hour.

6.1.4 A travel lane will not be considered as satisfactorily open to traffic unless it is paved with a minimum of two (2) inches of asphalt.

6.1.5 The Contractor shall provide and maintain all necessary traffic controls, and must provide traffic control outlined in the approved traffic control plan to protect and guide traffic for all work in the construction area.

6.1.6 Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus three hundred (300) feet beyond the center of the intersected streets on all legs of a signalized intersection.

6.1.7 The Contractor shall be required to provide a uniformed off-duty City of Goodyear police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized major intersection or at other locations if it should become necessary in the opinion of the City representative. If the Contractor chooses to use a police officer at other locations during peak traffic hours or to assist with his other traffic control operations, the cost shall be included in the lump sum for "Traffic Control" and not paid out of the hours allowed for "Off Duty Goodyear Police Officer." All requests for off-duty officers will be made through the Goodyear Police City, Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work.

Payment for the off-duty Goodyear police officer will be made at the contract unit price bid per hour for OFF DUTY GOODYEAR POLICE OFFICER and shall include the net hourly rate per police officer and supervisor, each with a three (3) hour minimum. A supervisor is required whenever four (4) officers are used or in the event that only a supervisor is available. The net hourly rate shall be increased to include withholding for Federal, State, FICA, Medicare, Worker's Compensation insurance and any payroll administrative costs. Current rates shall be obtained from the PD Off-Duty Work Administrator. This rate increase shall be determined annually by the Goodyear Police Department and is not subject to the annual CPI increase discussed in Section 16.

Payment for this item shall be made at the contract price for TRAFFIC CONTROL.

#### 6.1.8 Other Provisions

If any condition exists which, in the judgment of the Street Superintendent or the inspector, requires special traffic control methods or signing, such traffic control shall be supplied by the contractor.

The contractor shall provide experienced, competent, qualified traffic control technicians for all traffic control activities.

Any flagging operations will be carried out with the use of certified flaggers. Flaggers shall have a certification card on their presence at all times through a recognized agency such as ATTSA.

All traffic control devices shall conform to the requirements of the MUTCD and shall be maintained in a clean and serviceable condition at all times. Any unsuitable or unserviceable devices shall be replaced immediately. The City shall be the sole judge of serviceability of traffic control devices.

Traffic control set-ups shall be continually observed and maintained by the contractor's personnel who are trained and competent in the use of traffic control devices.

When work of a progressive nature is involved, the necessary devices shall be moved concurrently with the advancing operation, based on the no-track time of the pavement marking material.

All rates of reimbursement for traffic control items shall be per the unit indicated on the price sheet. Day rates shall be based on a ten hour day. Any amount more or less than ten hours shall be pro-rated.

## 7. EQUIPMENT

The contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract. This includes sufficient "backup" equipment to provide uninterrupted service when equipment breakdown occurs.

All long line trucks shall be equipped with a flashing arrow board on the back and a front mounted locator wheel or equivalent camera targeting system.

All vehicles involved in a moving operation shall have flashing arrow panels unless approved otherwise by the City.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

The application equipment to be used on street long line installations (except for gore lines and short skip strips) shall consist of truck mounted units. The truck mounted unit for center lines, lane lines, gore lines, and edge lines shall consist of a mobile self-contained unit carrying its own material. It shall be capable of operating a minimum speed of four to five miles per hour while applying striping and shall be sufficiently maneuverable to install curved and straight lines, both longitudinally and transversely.

The truck shall be equipped with high pressure air spray jets that are in front of the pavement marking material dispensing devices that ensure there is no loose matter on the pavement surface where the marking material is to be applied.

The hand applicator equipment shall be sufficiently maneuverable to install curved and straight lines, both longitudinally and transversely, symbols and legends. All handcarts shall have a pointer bar that is properly positioned to ensure straight lines. Reflective tape shall be placed on all sides of the hand application equipment.

The application equipment shall be so constructed as to assure continuous uniformity in the dimensions of the pavement marking. The applicator shall provide a means for cleanly cutting off square pavement marking edges and ends. It shall also provide a method of applying lane lines (or "skip lines). The equipment shall be constructed so as to provide varying widths and thickness of pavement markings. The application equipment shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. The equipment operator shall be located in such a position as to enable full visibility of the striping apparatus.

All vehicles shall have two-way radio (or suitable intercom) capabilities. In addition, all managers, supervisors, crew chiefs or other key personnel shall have mobile phones. A listing of persons and phone numbers shall be submitted to the Street Superintendent.

Communication devices shall be fully operational and available for immediate use during all work operations.

A glass bead top dressing shall be applied to the completed pavement marking by an automatic glass bead dispenser attached to the striping machine in such a manner that the beads are applied to the undried material immediately after it has been applied. The bead dispenser shall either utilize pressure type spray guns or a gravity drop-on bead dispenser.

The type used shall be per the recommendations of the glass bead manufacturer. The bead dispenser shall be capable of evenly distributing glass beads to the required application rate immediately after the application of the pavement marking material. Additionally, the bead dispenser shall dispense the beads in such a manner that they shall embed in the surface of the marking materials to an anchoring depth of from 55% to 60% of the bead diameter. The long line truck bead dispenser shall be equipped with an automatic cut-off synchronized with the cut-off of the dispensing device for the pavement marking material.

**NOTE: ALL BEAD GUNS SHALL HAVE WIND SHROUDS THAT DIRECT THE DROP OF GLASS BEADS DIRECTLY TO THE APPLIED LANE.**

The contractor shall make daily inspections of all equipment to ensure it is operable and within the requirements of these specifications. Continuous, uniform and proper operations of all equipment are critical to ensure quality marking application. The contractor shall inform the Street Superintendent of any breakdowns or intermittent malfunctions of equipment that may impact the application of the markings and compliance with this specification.

A listing of all equipment meeting these requirements and which will be available when performing these services under this contract shall be provided on the Equipment List, Attachment 3, attached hereto, and submitted with the offer.

The City reserves the right to inspect equipment at any time and require the replacement of any that does not meet minimum serviceability standards. Equipment, machinery, component or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment. Only equipment listed on the Certificate of Compliance, Attachment 3 -- Equipment List, shall be used. The contractor shall update the equipment listings when changes are made.

All long line equipment shall be provided with a metering device to register the accumulated installed or removed footage for each material dispensing or removal device. The meter shall be operated in a fashion so it only accounts for that material that is installed or removed from the roadway. The contractor shall coordinate with the City on the operations and readings derived from the automatic meter.

The City shall periodically check the degree of accuracy of the counter readings and establish an adjustment factor, if necessary, to accurately determine the pay item quantities. Failure of the contractor to operate and/or maintain the counter system can be cause for immediate suspension of work.

**8. REPORTS**

The Contractor shall prepare all reports required by the City and deliver them to the City within the time specified. These reports shall include, but are not limited to, project scope estimates, daily work reports, and Traffic Control Plan. The Contractor shall submit all reports via email as requested by the City.

**9. SAFETY, SANITARY & HEALTH CONDITIONS**

Contract specifications require all Contractor employees to wear OSHA approved hard hats, high-visibility, OSHA approved safety vests and steel-toed footwear and full-length pants at all times while working within the right-of-way.

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of the contractor's employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health Services or other authorities having jurisdiction therein.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

**10. SUSPENSION OF WORK**

The Contractor shall suspend operations if weather or road and traffic conditions are such that work operations cannot be carried out in a safe and effective manner, or will pose an environmental hazard. If such suspension occurs, the Contractor shall immediately notify the Street Superintendent or their designated representative.

The City representative may suspend work operations at any time, when in their judgment, present or impending weather conditions are such that the work cannot be carried out in a safe and effective manner.

The City representative shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices. Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.

#### 11. MOBILIZATION

All of the bid prices shall be based on providing pavement marking services as described herein inclusive of all mobilization costs unless specifically noted by the City.

#### 12. CERTIFICATE OF COMPLIANCE

The Contractor, as a part of their bid submittal, shall submit a Certificate of Compliance, Attachment 3 - Equipment per the requirements stated herein. The certificate shall also conform to the applicable requirements of Subsection 106.05 of the ADOT Standard Specifications with the following additions:

- a. Listing of manufacturers intended to be used. The drop-on glass bead manufacturer shall also be identified. The listing of the manufacturer shall include a written certification from the manufacturer that their material will conform to these specifications. It is acceptable to list primary and secondary sources of materials.
- b. Equipment listing and description. All large pieces of equipment (trucks, hand sprayers, kettles, hand carts, hand grinders) shall have clearly visible identification numbers permanently marked on them. The equipment listing shall include these 10 numbers. Any listed equipment shall be made available for the City's inspection if requested. The capacities and estimated product rates of all equipment shall be detailed. All extrusion dies shall have their thickness setting clearly marked on them (80 mil, 90 mil, etc.) in one inch black letters or equivalent. The capacities and estimated product rates of all equipment shall be detailed. It is allowable for a Contractor to utilize rental or loaned equipment for the application of profile thermoplastic markings.
- c. The certificate shall include proof that all temperature sensing devices on the thermoplastic melting and application equipment are functioning properly and will continue to do so throughout the life of the contract. All installation crews shall be equipped with hand held verification thermometers that are used to conduct periodic checks to ensure proper temperature requirements are being met in the kettles and at the dispensing device.
- d. Statement that all materials and equipment used shall conform to these specifications and generally accepted national practices. The use of nonconforming materials, application methods and/or equipment can be grounds for rejection of work and, if not corrected, suspension or cancellation of the contract.
- e. Statement that the contractor will maintain, calibrate and operate all the application devices so that the required thickness and the drop on glass bead application rates are achieved at all times. Additionally, the contractor shall commit to keeping an accurate timely accounting of the type and quantity of materials applied per day per project and the removal quantities per day per project. The contractor shall coordinate and fully cooperate with the City to this regard. The City's Daily Work Report will become the official record of work done on all projects.

#### 13. BRAND NAME OR EQUAL SPECIFICATION

There are currently a number of products that have been determined, through evaluation and/or testing, to be equivalent to the requirements of these specifications. The listing of these brands is not intended to limit or restrict competition. Rather, it is to set the standard quality, design, performance and characteristics of the products herein specified. Any offer which proposes products that are of equal quality, type of material, design and performance, will be considered if sufficient evidence and information is provided to establish it as an equal, and the City determines the product to be an equal in all respects to the named brand and these specifications.

The brand name manufacturers for the pavement marking materials desired are specified as follows:

#### Long and Short Line Paints for Road Applications

- Sherwin Williams Highway Products - BL16401 or BL16402
- Colorado Paint Company - 1160 or 1166LF
- La Farge Road Markings - LRM 97-132 or LRM 99-133
- Ennis Paint - AZW 25-mil & AZY 25-M-1
- Pervostripe 5000 & 6000
- TMT Pathways Z675A5 & 2676A5 (Dura Line 2000)
- Color Medvode - Veronil Aqua White or equivalent ADOT evaluated Class I Paint

#### Curb Paint

- TMT Pathways Duraline 1000 Fast Dry
- Or equivalent waterborne curb paint

#### Thermoplastic Markings Manufacturers

- TMT Pathways
- Swarco Traffic Systems
- Crown Technology II, LLC
- Ennis Paint Company
- Or equivalent City evaluated maker of thermoplastic

#### Epoxy Markings

- Epoplex LS50
- La Farge Road Markings (formerly LOI) Super Lifeline III
- Poly-Carb Mark 55.0
- Or equivalent epoxy marking material. Alternative faster drying epoxy formulations can be used if approved by City in advance.

#### Premium Glass Bead Blends

- Cataphate modified AASHTO high performance all weather bead blend
- Swarco Industries Megalux high performance bead blend
- Flex-O-Lite Brite Blend
- Potters Industries 50/50 high performance bead blend
- Or equivalent City evaluated high performance bead blend (Note: Application rate and exact gradation shall be determined by the manufacturer. A complete technical package on the bead blend shall be submitted with the offer per Certificate of Compliance, Attachment 4 – Material List.

Offerors who are named herein are still required to meet every aspect of this specification (including submitting all required samples) and all the terms and conditions herein.

#### 14. PAYMENT REDUCTION FOR NON-COMPLIANT WORK

Up to a 100% penalty against the monies due on the applied or removed pavement markings can be assessed by the Street Superintendent if the requirements of these specifications are not met. The degree of the reduction will depend on the assessment to be conducted by the City. Additionally, the Street Superintendent can require the contractor to remove all of the specified markings and reapply them without consideration given for additional payment.

The measurement of noncompliance penalties shall be determined by an assessment to be conducted by the Street Superintendent if a significant problem is identified with the markings installed. If a payment reduction is determined to be necessary, then the reduction will be assessed on those marking payment items determined to be in noncompliance with these specifications.

The percentage of reduction assessed will be based on the seriousness of the infraction. For example: a thinner than required application thickness infraction will cost 2.6% of the bid unit price for every mil thinner the line is below 38 mils. If the line is not straight, then a 10% penalty will be assessed for every inch that 100 foot section of continuous line is off, or ten feet section of line on skip lines. If the deviation is more than ten inches then the line shall be removed and reapplied at no additional cost to the City.

Offerors who are named herein are still required to meet every aspect of this specification (including submitting all required samples) and all the terms and conditions herein.

#### 15. WARRANTY FOR THE PAVEMENT MARKING PORTION OF THIS CONTRACT

The Contractor warrants:

That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The warranty period on pavement marking materials and workmanship from the date that they were installed shall be as follows:

- All Waterborne Paint Markings - Six (6) Months
- Thermoplastic and Epoxy Long Line Markings - Two (2) Years
- Short Line Markings, Thermoplastic and Epoxy Legend and Symbol Markings - a minimum of one (1) year or the manufacturer's warranty period, whichever is longer.

These time periods will be termed, for the purpose of this contract, as the expected pavement marking life times.

If there is any failure that can be attributable to failure of the materials and/or application as herein defined, the contractor, at no additional cost to the City, shall correct the problems through the removal and/or replacement of the faulty pavement markings.

The warranty shall cover that the pavement marking materials as applied in the field by the contractor shall perform, as intended for this period of time, without degradation that is directly related to unsatisfactory performance of those materials and/or the installation of those materials. The specifications sections of this document contain additional definitions regarding unsatisfactory performance.

The Contractor agrees that they will, at their own expense, provide all materials, equipment, labor and traffic control required to repair and/or replace any such defective workmanship and/or materials which become or are found to be defective during the terms of their warranty. The contractor shall guarantee the services to be supplied, comply with the requirements of the specifications.

#### 16. SUBMITTAL REQUIREMENTS:

##### a) PRICE/FEE SCHEDULES

Complete and submit all information requested on **Price/Fee Schedule** pages

Complete and submit the calculated bid sheet by transferring unit prices as appropriate

##### b) CERTIFICATE OF COMPLIANCE – EQUIPMENT

Complete and submit all information requested on **Attachment 1**

##### c) CERTIFICATE OF COMPLIANCE - MATERIAL

Complete and submit all information requested on **Attachment 2**

##### d) REFERENCES - Complete list of references on **Attachment 3**

**END OF SCOPE OF WORK**

**PRICE/FEE SCHEDULE**

**OP13-2195**

**CATEGORY: REMOVALS (PMR) & SURFACE PREPARATION (SP)**  
**WORK TYPE: LONG LINE**

Item #	Code:	Description	Unit	Unit Price
1	RLL-1	Remove existing edge & gore lines (4" equivalent)	LIN FT	\$ .30
2	RLL-2	Marking layout & installation of raised marker tabs every 20' or as directed by the City	HOUR	\$ 90.00
3	RLL-3	Removal (PMR) of PCCP cure compound for any line width	LIN FT	\$ .15
4	RLL-4	Removal (PMR) of PCCP cure compound for any symbol or legend	EA	\$ 5.00
5	RLL-5	Removal (PMR) 4" to 6" wide thermoplastic line on PCCP	LIN FT	\$ .36
6	RLL-6	Removal (PMR) 4" to 6" wide thermoplastic line on AC	LIN FT	\$ .38
7	RLL-7	Removal (PMR) 4" to 6" wide paint line on PCCP	LIN FT	\$ .25
8	RLL-8	Removal (PMR) 4" to 6" wide paint line on AC	LIN FT	\$ .27
9	RLL-9	Removal (PMR) 4" to 6" wide epoxy line on PCCP	LIN FT	\$ .38
10	RLL-10	Removal (PMR) 4" to 6" wide epoxy line on AC	LIN FT	\$ .40
11	RLL-11	Surface preparation (SP) 6" to 12" wide line	LIN FT	\$ .48

**CATEGORY: REMOVALS (PMR) & SURFACE PREPARATION (SP)**  
**WORK TYPE: SHORT LINE**

Item #	Code:	Description	Unit	Unit Price
1	RSS-1	Removal (PMR) of PCCP cure compound for any line width	LIN FT	\$ .40
2	RSS-2	Removal (PMR) of PCCP cure compound for any symbol or legend	EA	\$ 5.00
3	RSS-3	Removal (PMR) 4" to 6" wide thermoplastic line on AC	LIN FT	\$ .36
4	RSS-4	Removal (PMR) 4" to 6" wide epoxy line	LIN FT	\$ .40
5	RSS-5	Removal (PMR) thermoplastic/tape/epoxy legend	EA	\$ 30.00
6	RSS-6	Removal (PMR) thermoplastic/tape/epoxy symbol	EA	\$ 30.00
7	RSS-7	Removal (PMR) painted legend (1 letter)	EA	\$ 5.00
8	RSS-8	Removal (PMR) painted symbol	EA	\$ 10.00
9	RSS-9	Surface Preparation (SP) 4" to 6" wide line	LIN FT	\$ .48
10	RSS-10	Surface Preparation (SP) symbol	EA	\$ 5.00
11	RSS-11	Surface Preparation (SP) legend (1 letter)	EA	\$ 5.00
12	RSS-12	Provide as-built drawings	HOUR	\$ 125.00

**PRICE/FEE SCHEDULE**

**CATEGORY: WATERBOURNE PAINT MARKINGS (WPM)**  
**WORK TYPE: LONG LINE**

Item #	Code	Description	Unit	Unit Price
1	WPM-LL-1	4" wide white line with Class 1 paint & 8 pounds of standard beads	LIN FT	\$ <u>.09</u>
2	WPM-LL-2	4" wide 15 wet mil yellow line with Class 1 paint & 8 pounds of standard beads	LIN FT	\$ <u>.09</u>
3	WPM-LL-3	Marking layout	HOUR	\$ <u>125.00</u>

**CATEGORY: WATERBOURNE PAINT MARKINGS (WPM)**  
**WORK TYPE: SHORT LINE/SYMBOLS**

Item #	Code	Description	Unit	Unit Price
1	WPM-SS-1	White/yellow/red curb painting with glass beads	LIN FT	\$ <u>2.50</u>
2	WPM-SS-2	Single head arrow legend (15 wet mils, Class 1 paint with 8 pounds per gallon beads)	EA	\$ <u>20.00</u>
3	WPM-SS-3	Two headed arrow legend (15 wet mils, Class 1 paint with 8 pounds per gallon beads)	EA	\$ <u>40.00</u>
4	WPM-SS-4	Bike lane symbol (15 wet mils, Class 1 paint with 8 pounds per gallon beads)	EA	\$ <u>50.00</u>
5	WPM-SS-5	Single letter legend (15 wet mils, Class 1 paint with 8 pounds per gallon beads)	EA	\$ <u>5.00</u>
6	WPM-SS-6	Marking layout	HOUR	\$ <u>125.00</u>

**CATEGORY: THERMOPLASTIC MARKINGS (THM)**  
**WORK TYPE: LONG LINE (HYDROCARBON)**

Item #	Code	Description	Unit	Unit Price
1	THM-LL-1	4" wide white/yellow line by 60 mil thick (spray)	LIN FT	\$ <u>.26</u>
2	THM-LL-2	12" wide white/yellow line by 60 mil thick (spray)	LIN FT	\$ <u>.78</u>
3	THM-LL-3	4" wide white/yellow line by 80 mil thick (ribbon extrusion)	LIN FT	\$ <u>.32</u>
4	THM-LL-4	6" wide white/yellow line by 80 mil thick (ribbon extrusion with premium bead blend)	LIN FT	\$ <u>.48</u>
5	THM-LL-5	Application of Primer/sealer	LIN FT	\$ <u>.12</u>
6	THM-LL-6	Raised pavement markers	EA	\$ <u>2.45</u>
7	THM-LL-7	Marking layout	HOUR	\$ <u>125.00</u>

**PRICE/FEE SCHEDULE**

**CATEGORY: THERMOPLASTIC MARKINGS (THM)**  
**WORK TYPE: SHORT LINE (ALKYD ONLY)**

Item	Code	Description	Unit	Unit Price
------	------	-------------	------	------------

#	Code	Description	Unit	Price
1	THM-SS-1	6" wide white line by 2' by 90 mil thick	EA	\$ 1.50
2	THM-SS-2	12" wide white line by 90 mil thick	LIN FT	\$ 1.90
3	THM-SS-3	18" wide white line by 90 mil thick	LIN FT	\$ 1.25
4	THM-SS-4	90 mil turn lane arrow symbol	EA	\$ 80.00
5	THM-SS-5	90 mil straight arrow symbol	EA	\$ 80.00
6	THM-SS-6	90 mil combination arrow symbol	EA	\$ 125.00
7	THM-SS-7	90 mil u-turn arrow symbol	EA	\$ 125.00
8	THM-SS-8	90 mil lane drop arrow symbol	EA	\$ 140.00
9	THM-SS-9	90 mil bike lane arrow symbol	EA	\$ 85.00
10	THM-SS-10	90 mil cross street arrow symbol	EA	\$ 80.00
11	THM-SS-11	90 mil four letter legend	EA	\$ 90.00
12	THM-SS-12	90 mil single letter legend	EA	\$ 25.00
13	THM-SS-13	Application of primer/sealer for any width line	LIN FT	\$ 1.12
14	THM-SS-14	Application of primer/sealer for any legend or symbol	EA	\$ 15.00
15	THM-SS-15	Marking layout	HOUR	\$ 125.00

**CATEGORY: EPOXY MARKINGS (EPM)**

**WORK TYPE: LONG LINE**

**Item**

#	Code	Description	Unit	Unit Price
1	EPM-LL-1	4" wide white/yellow line	LIN FT	\$ 1.50
2	EPM-LL-2	12" wide white/yellow line	LIN FT	\$ 1.50
3	EPM-LL-4	6" wide white/yellow line	LIN FT	\$ .75
4	EPM-LL-5	Application of Primer/sealer	LIN FT	\$ .25
5	EPM-LL-6	Raised pavement markers	EA	\$ 2.45
6	EPM-LL-7	Marking layout	HOUR	\$ 125.00

**CATEGORY: EPOXY MARKINGS (EPM)**

**WORK TYPE: SHORT LINE**

**Item**

#	Code	Description	Unit	Unit Price
1	EPM-SS-1	6" wide white line by 2'	EA	\$ 1.00
2	EPM-SS-2	12" wide white line	LIN FT	\$ 3.00
3	EPM-SS-3	18" wide white line	LIN FT	\$ 4.50
4	EPM-SS-4	Turn lane arrow symbol	EA	\$ 140.00
5	EPM-SS-5	Straight arrow symbol	EA	\$ 140.00
6	EPM-SS-6	Combination arrow symbol	EA	\$ 185.00
7	EPM-SS-7	U-turn arrow symbol	EA	\$ 185.00
8	EPM-SS-8	Lane drop arrow symbol	EA	\$ 250.00
9	EPM-SS-9	Bike lane arrow symbol	EA	\$ 125.00
10	EPM-SS-10	Cross street arrow symbol	EA	\$ 125.00
11	EPM-SS-11	Four letter legend	EA	\$ 140.00

12	EPM-SS-12	Single letter legend	EA	\$	<u>35.00</u>
13	EPM-SS-13	Application of primer/sealer for any width line	LIN FT	\$	<u>.25</u>
14	EPM-SS-14	Application of primer/sealer for any legend or symbol	EA	\$	<u>25.00</u>
15	EPM-SS-15	Marking layout	HOUR	\$	<u>125.00</u>

**CATEGORY: RAISED PAVEMENT MARKINGS (RPM) & TUBULAR MARKERS**

**WORK TYPE: MARKERS**

Item	#	Code:	Description	Unit	Unit Price
	1	RPM-1	RPMs (all types)	EA	\$ <u>2.45</u>
	2	RPM-2	Tubular markers	EA	\$ <u>55.00</u>

**CATEGORY: MOBILIZATION**

**WORK TYPE: MOBILIZATION**

Item	#	Code:	Description	Unit	Unit Price
	1	M-1	Mobilization for extraordinary project as allowed by City	MILE	\$ <u>500.00</u>

PRICE/FEE SCHEDULE

CATEGORY: TRAFFIC CONTROL

WORK TYPE: TRAFFIC CONTROL

Item #	Code:	Description	Unit	Unit Price
1	TC-1	Traffic control worker	HOUR	\$ 50. <sup>00</sup>
2	TC-2	Flagger	HOUR	\$ 40. <sup>00</sup>
3	TC-3	Pilot truck with driver	HOUR	\$ 50. <sup>00</sup>
4	TC-4	Law enforcement officer with marked vehicle	HOUR	\$ 65. <sup>00</sup>
5	TC-5	Trailer mounted arrow panel	HOUR	\$ 30. <sup>00</sup>
6	TC-6	Changeable message board	HOUR	\$ 60. <sup>00</sup>
7	TC-7	Vertical panels	EA	\$ .30
8	TC-8	Vertical panels with C light	EA	\$ .55
9	TC-9	Type II barricades	EA	\$ .30
10	TC-10	Type II barricades with C light	EA	\$ .65
11	TC-11	Type III barricades	EA	\$ .55
12	TC-12	Type III barricades with 2 A lights	EA	\$ .95
13	TC-13	28" reflectorized cones	EA	\$ .50
14	TC-14	42" reflectorized cones	EA	\$ .70
15	TC-15	Signs up to 36" with stand	EA	\$ .70
16	TC-16	Signs over 36" with stand	EA	\$ 1.55
17	TC-17	Flag type high level warning device	EA	\$ .55
18	TC-18	Type A - flashing warning light	EA	\$ .25
19	TC-19	Type B - flashing warning light	EA	\$ 2.30
20	TC-20	Type C - steady burn warning light	EA	\$ .30

PRICE/FEE SCHEDULE

The bid will be awarded on the application of the above unit pricing based on this hypothetical project.

HYPOTHETICAL PROJECT

Item #	Qty	Description	Unit	Unit Price	Ext Price
RLI-1	1000	Remove existing edge & gore lines (4" equivalent)	LIN FT	\$ .30	\$ 300. <sup>00</sup>
WPM-LL-1	4000	4" wide white line with Class I paint & 8 pounds of standard beads	LIN FT	\$ .09	\$ 360. <sup>00</sup>
THM-SS-2	50	12" wide white line by 90 mil thick	LIN FT	\$ .90	\$ 45. <sup>00</sup>
THM-SS-4	1	90 mil turn lane arrow symbol	EA	\$ 80. <sup>00</sup>	\$ 80. <sup>00</sup>
WPM-SS-4	3	Bike lane symbol (15 wet mils, Class I paint with 8 pounds per gallon beads)	EA	\$ 50. <sup>00</sup>	\$ 150. <sup>00</sup>
THM-SS-11	2	90 mil four letter legend	EA	\$ 90. <sup>00</sup>	\$ 180. <sup>00</sup>
THM-SS-14	2	Application of primer/sealer for any legend or symbol	EA	\$ 15. <sup>00</sup>	\$ 30. <sup>00</sup>
RPM-1	100	RPMs (Type D)	EA	\$ 2.45	\$ 245. <sup>00</sup>
RLI-6	2000	Removal (PMR) 4" to 6" wide thermoplastic line on AC	LIN FT	\$ .38	\$ 760. <sup>00</sup>
WPM-LL-2	2000	4" wide yellow line with Class I paint & 8 pounds of standard beads	LIN FT	\$ .09	\$ 180. <sup>00</sup>
EPM-LL-1	4000	4" wide white/yellow line	LIN FT	\$ .50	\$ 2000. <sup>00</sup>
EPM-SS-4	10	Turn lane arrow symbol	EA	\$ 125. <sup>00</sup>	\$ 1250. <sup>00</sup>
<b>BID TOTAL</b>					<b>\$ 5,580.<sup>00</sup></b>



# Sunline Contracting Fixed Asset Listing

April 13, 2012

Item	Purchase Date	Purchase Description
SL001	11/19/2009	2009 Chevrolet 1500 Silverado 2wd xcab
SL002	9/25/2010	2011 Chevy Silverado 4x4 CrewCab 2500HD PU
SL003	9/25/2010	2011 Chevy Silverado 4x4 CrewCab 2500HD PU
SL004	4/15/2011	2003 Ford F350 Diesel PU
SL005	6/28/2011	2001 Ford F550 XL Flatbed
SL006	6/28/2011	2003 Ford F450 XL Flatbed
SL007	12/6/2011	2006 Chevy 2500 PU
SL008	1/20/2012	1999 Ford F350
SL101	11/4/2009	4-8000-G Thermoplastic Pumper Striper
SL102	12/10/2009	1995 Ford CF8000 Paint Striper
SL103	12/10/2009	2002 FL70 FLat Bed
SL105	9/15/2010	1998 FL80 FLat Bed T/A
SL106	1/25/2010	4-8000-G Thermoplastic Pumper Striper
SL107	6/3/2011	2003 MRL Model 1-165 Air Atomized Paint Truck
SL108	6/14/2011	1990 Freightliner Flatbed Coe Tractor
SL109	12/16/2011	1993 Voivo S/A Paint Striper (LDI)
SL201	11/19/2009	2005 Sellick TMF55 5,500lb Piggyback Forklift
SL202	9/15/2009	Teledyne Princeton 4,500lb Piggyback Forklift
SL203	4/30/2010	2004 Sellick TMF55 5,500lb Piggyback Forklift
SL204	9/29/2011	2006 Bobcat S175 Skid Steer Loader
SL205	2/24/2012	2007 Bobcat S300 Skid Steer Loader
SL301	11/19/2009	Ingersoll-Rand 185 CFM Portable Air Compressor
SL302	11/2/2009	2009 Stihl TS420 Cut Off Saw
SL303	9/2/2009	Rhino PD-55
SL304	6/23/2010	Pinkley - Tar Machine
SL305	1/16/2009	Graco LineLazer III Paint Striper
SL306	1/16/2009	Graco LineLazer III Paint Striper
SL307	11/11/2010	40ft Storage Container
SL308	11/8/2010	Ice Machine
SL309	1/5/2009	Graco LineLazer III Paint Striper
SL310	12/7/2010	Easy Liner Ride-On Machine
SL311	1/3/2011	20ft Storage Container
SL312	2/1/2011	Dirt Hog Auger
SL313	2/1/2011	Portable Cement Mixer
SL314	2/7/2011	2011 MRL 1.5K Diesel Thermo Pre Melter
SL315	2/7/2011	2011 MRL Model 250MC Thermo Handliner
SL316	2/7/2011	2011 Bitumen Applicator 2001-2 Marker Trailer
SL317	3/9/2011	1500# Crane
SL318	4/4/2011	Bead Tank
SL319	1/3/2011	20ft Storage Container
SL320	1/3/2011	Piggy Back Fork Lift Mounting Kit
SL321	6/28/2011	10ft Storage Container
SL322	6/2/2011	Smith Hand Grinder
SL323	8/15/2011	Specialty Lighting 20KW Generator
SL324	9/28/2011	Bobcat Auger/Forklift Attachment
SL325	2/7/2011	Concrete Mixer - Towable
SL326	2/24/2012	Edco Line Remover
SL800	11/18/2009	2009 HP DV4-1555DX C2D T6600 Laptop Computer
SL801	11/18/2009	Microsoft Office 2007 Software
SL802	10/2/2009	Diamond Desktop Computer
SLT01	11/22/2010	1994 Redihaul Flatbed Trailer (20 Ton)
SLT02	1/16/2009	2006 International Cargo Trailer (Enclosed)
SLT03	9/1/2010	S/A Flatbed Trailer
SLT04	11/1/2010	2005 T/A Flatbed Trailer - Supply
SLT05	11/1/2010	2004 T/A Flatbed Trailer - Marker



REFERENCES  
ATTACHMENT 3

PLEASE LIST THREE (3) REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A  
SIMILAR SCOPE WITHIN THE PAST 36 MONTHS

PLEASE BE SPECIFIC

- 1 ORGANIZATION: City of Mesa  
ADDRESS: 300 East Sixth St.  
CITY, STATE, ZIP: Mesa, AZ 85211  
CONTACT: Dennis Ericson  
PHONE #: 480.644.4912  
CONTRACT WORK DATE: July 2012
  
- 2 ORGANIZATION: City of Surprise  
ADDRESS: 13430 W. Westgate Dr.  
CITY, STATE, ZIP: Surprise, AZ 85374  
CONTACT: Hipolito Terrazas  
PHONE #: 623.764.3879  
CONTRACT WORK DATE: March 2012
  
- 3 ORGANIZATION: Maricop County  
ADDRESS: 2909 West Dorango Street  
CITY, STATE, ZIP: Phoenix, AZ 85009  
CONTACT: Michael Maese  
PHONE #: 602.506.1704  
CONTRACT WORK DATE: September 2011

REFERENCES  
ATTACHMENT 3

PLEASE LIST THREE (3) REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A  
SIMILAR SCOPE WITHIN THE PAST 36 MONTHS

PLEASE BE SPECIFIC

- 1 ORGANIZATION: CITY OF CASA GRANDE  
ADDRESS: 510 E FLORENCE BLVD  
CITY, STATE, ZIP: CASA GRANDE, AZ 85122  
CONTACT: PEDRO APADACA  
PHONE #: 520-421-8625  
CONTRACT WORK DATE: 5/2012
  
- 2 ORGANIZATION: FNF CONSTRUCTION  
ADDRESS: 115 S 48<sup>TH</sup> STREET  
CITY, STATE, ZIP: TEMPE AZ 85281  
CONTACT: MARTIN RAMIREZ  
PHONE #: 480-377-9816  
CONTRACT WORK DATE: 2011 / 2012 / ONGOING
  
- 3 ORGANIZATION: CACTUS ASPHALT  
ADDRESS: 8211 W SHERMAN ST  
CITY, STATE, ZIP: TOLLESON AZ 85353  
CONTACT: JEFF MARTINEZ  
PHONE #: 602-206-8339  
CONTRACT WORK DATE: 2011 / 2012 / ON GOING

**STANDARD TERMS AND CONDITIONS**  
**GOODS/SERVICES CONTRACT (not title 34)**

**CON-13-2195**

This Contract, entered into on October 5, 2012, by and between the City of Goodyear, a municipal corporation of the State of Arizona, ("City"), and Sunline Contracting, LLC, ("Contractor"). The City and Contractor may be referred to individually as a Party or collectively as the Parties. The City engages the Contractor to perform professional services for the project known as: Installation and/or Removal of Pavement Markings, ("Project").

**RECITALS**

WHEREAS, the City is in need of the services that Contractor is able and willing to provide;

NOW THEREFORE, the Parties agree as follows:

**AGREEMENT**

**SECTION 1. SERVICES**

- 1.1 The Contractor shall provide the following goods and services called for in this Contract to City standards and in accordance with the degree of care and skill other professionals providing such services in Arizona would exercise under similar conditions.
- 1.2 Contractor shall provide the goods and services described in the attached Scope of Work.
- 1.3 The Contractor shall comply with all guidelines provided by the City which relate to the goods and services to be provided.

**SECTION 2. DEFINITIONS**

- 2.1 "City" means the City of Goodyear.
- 2.2 "City Manager" means the manager of the City of Goodyear or designee.
- 2.3 "Contract" means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 2.4 "Contractor" means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 2.5 "Days" means calendar days unless otherwise specified herein.
- 2.6 "Litigation Expense" means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 2.7 "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 2.8 "Project" "Services" or "Work" means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.
- 2.9 "Subcontractor" means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.

**SECTION 3. TERM OF CONTRACT**

- 3.1 Unless terminated, cancelled or extended as provided herein, the term of this Contract shall be one (1) year. This contract may be extended or renewed up to sixty (60) months, subject to appropriations. By entering

into this Contract, Service Provider is agreeing to such extension or renewal. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

- 3.2 The term of the contract may be automatically extended to include the warranty period.
- 3.3 Contractor shall not commence work until Contractor receives a Purchase Order signed by the City of Goodyear Procurement Manager or designee.

#### SECTION 4. COMPENSATION AND PAYMENTS

- 4.1 COMPENSATION: Total compensation to be paid under this Contract shall not exceed \$N/A.
- 4.2 Contractor shall invoice City on or before the 10th day of each month for goods and/or services provided under this contract during the prior month. All invoices shall contain itemized hourly fees, unit cost, extended cost of goods and supporting documentation for all invoiced amounts. All invoices to the City shall identify the specific item(s) being billed and the Purchase Order number. Items are to be identified by the name, model number, and/or serial number most applicable.
- 4.3 City shall make every effort to process payments to Contractor within thirty (30) calendar days after the receipt of a correct and approved invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the invoice or account.
- 4.4 PRICE ADJUSTMENT/CONTRACT EXTENSION: The City's Office of Procurement will review fully documented requests for price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Office of Procurement will determine whether the requested price increase or and alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 4.5 PRICE REDUCTION: A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 4.6 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.7 ESTIMATED QUANTITIES: Quantities identified in the Solicitation are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.
- 4.8 PRODUCT DISCONTINUANCE: In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:
  - 1. A formal announcement from the manufacturer that the product or model has been discontinued;
  - 2. Documentation from the manufacturer that names the replacement product or model;
  - 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
  - 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
  - 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- 4.9 USAGE REPORT: The Contractor may be required to provide a usage report to the Procurement Manager.

- 4.10 DISCOUNTS: Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.11 NO ADVANCE PAYMENT: Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.
- 4.12 FUND APPROPRIATION CONTINGENCY: The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.
- 4.13 F.O.B. POINT: All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 4.14 TAXES: Contractor shall be solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

## SECTION 5. TERMINATION

- 5.1 TERMINATION FOR CONVENIENCE: City at any time and for any reason and without cause may terminate, suspend or abandon any portion, or all, of this Contract at City's convenience. In the event that the City terminates, suspends or abandons any part of the services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

The Contractor shall appraise the services completed prior to receiving notice of the termination, abandonment or suspension and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.

In the event of termination, abandonment or suspension, Contractor shall be paid for services satisfactorily performed prior to receipt of such notice including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 4 of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 5 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

- 5.2 Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

## SECTION 6. RISK OF LOSS AND LIABILITY

- 6.1 INDEMNIFICATION: Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnitee") at all times after the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and

appropriate federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against Indemnitee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").

- 6.2 INDEMNIFICATION -- PATENT, COPYRIGHT AND TRADEMARK: The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in such suit or proceedings, it is so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.
- 6.3 TITLE AND RISK OF LOSS: The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 6.4 ACCEPTANCE: All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work immediately; c) Bring materials into compliance; and/or d) Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.
- 6.5 LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City
- 6.6 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

- 6.7 SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.
- 6.8 WORK PERFORMED AT CONTRACTOR'S RISK: Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 6.9 SAFETY STANDARDS: All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 6.10 PROJECT STAFFING: Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.

The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.

- 6.11 SUBCONTRACTORS: Prior to beginning the work, the Contractor shall furnish the City for approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.
- 6.12 DAMAGE TO CITY PROPERTY: Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.
- 6.13 FORCE MAJEURE: Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision.. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

## SECTION 7. INSURANCE TERMS AND CONDITIONS - GENERAL

- 7.1 Contractor and any Subcontractor shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8". Use of alternative insurers requires prior approval from City. Insurance provided by Contractor shall be primary.
- 7.2 The insurance requirements herein are minimum requirements for this Contract and the City in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor and Subcontractor, his agents, representatives, employees or subcontractors. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. Insurance coverage, other than Workers' Compensation and Professional Liability, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insured. Prior to commencing services under this Contract, Contractor shall furnish City with Certificates of Insurance or formal endorsements as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation or Termination. Such certificates shall be sent directly to Office of Procurement, City of Goodyear, 190 N. Litchfield Road, Goodyear, Arizona 85338.
- 7.3 All insurance required herein shall be maintained in full force and effect until Services required to be performed and goods provided under the terms of the Contract are satisfactorily completed and formally accepted. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.
- 7.4 WORKERS' COMPENSATION: Contractor and Subcontractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over their employees engaged in the performance of the Services.
- 7.5 AUTOMOBILE LIABILITY: Contractor and Subcontractor shall maintain Commercial and Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of services herein. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 7.6 COMMERCIAL GENERAL LIABILITY: Contractor and Subcontractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this agreement. A general liability insurance policy may not be written on a "claims made" basis.
- 7.7 PROFESSIONAL LIABILITY: N/A. Contractor and Subcontractor will maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Contractor or any person employed by him, with a limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. All Professional Liability Insurance shall be maintained for a period of three years after completion of this Contract.

- 7.8 UMBRELLA/EXCESS LIABILITY: Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.
- 7.9 CLAIM REPORTING: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 7.10 VALUABLE PAPERS: N/A. Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Contractor used in the completion of this contract.
- 7.11 NOTICE OF CANCELLATION: Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City. Such notice shall be sent as provided in Section 7.3.

## SECTION 8. CONTRACT INTERPRETATION

- 8.1 DISPUTES, GOVERNING LAW, ATTORNEY FEES: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Contract, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning.

This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 8.1.1 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by federal, state or local law to be in this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.
- 8.2 PAROLE EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.
- 8.3 SEVERABILITY: If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 8.4 CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
1. Special Terms and Conditions
  2. Standard Terms and Conditions
  3. Statement or Scope of Work and Fee Schedule

4. Specifications
5. Attachments
6. Exhibits
7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.

- 8.5 INTEGRATION: This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.
- 8.6 INDEPENDENT CONTRACTOR: Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 8.7 NON-WAIVER MONIES DUE: The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 8.8 AMBIGUITIES NOT HELD AGAINST DRAFTER: This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 8.9 NON-WAIVER CONTRACT PROVISION: The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other Party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either Party to thereafter enforce each and every provision.
- 8.10 COOPERATION AND FURTHER DOCUMENTATION: The Contractor agrees to provide the City all duly executed documents as shall be reasonably requested by the City to implement the intent of this Contract.

## SECTION 9. CONTRACT ADMINISTRATION AND OPERATION

- 9.1 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.
- 9.2 CONFIDENTIALITY AND ENCRYPTION: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.

Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

9.3 CONFLICT OF INTEREST/THIRD PARTIES: Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Roric Massey, City Attorney  
City of Goodyear  
190 N. Litchfield Rd  
Goodyear, Arizona 85338

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.

The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

9.4 CONFLICT AUDIT: Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts a Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) that received the gift, and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the terms "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The

failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.

9.5 AUDIT OF RECORDS: Contractor shall retain, and shall contractually require each and every subcontractor that performs any Work under this Contract to retain all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all Contract Documents of the Contractor and any subcontractors. Contractor shall produce the original Contract Documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.

9.6 AUDIT/BILLING AND EXPENSES: The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.

If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.

The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.

9.7 ADVERTISING: Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.

9.8 CITY MARKS: The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

9.9 LICENSES AND PERMITS: Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

9.10 E-VERIFY. Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.

- 9.11 NON-DISCRIMINATION: Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.
- 9.12 COMPLIANCE: The Contractor and all subcontractors understand and agree to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 as amended. The Contractor agrees to comply with these laws and Arizona Executive Order 2009-09 in performing this Contract and to permit the City to verify such compliance.
- 9.13 SUDAN/IRAN: Contractor, on behalf of itself and any subcontractor retained to perform work under this Contract certifies, to the extent applicable under A.R.S. §§ 35-391 and 35-393 *et seq.* that neither has "scrutinized" business operations, as defined in the proceeding statutes in the countries of Sudan or Iran.
- 9.14 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.
- 9.15 COOPERATIVE STATEMENT: This contract shall be for the use of the City of Goodyear. In addition, specific eligible specific political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.
- 9.16 CAPTIONS: The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.
- 9.17 BANKRUPTCY: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.

## SECTION 10. CONTRACT CHANGES

- 10.1 MODIFICATION: No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so. This section does not prohibit the City from unilaterally extending the contract term.
- 10.2 SUCCESSORS AND ASSIGNS: This Contract is binding on the parties' respective partners, successors, assigns, and legal representatives. Contractor will not assign, sublet, or transfer its right or interest in this Contract nor monies due, in whole or in part, or delegation any duty of Contractor without the prior written consent of the City. Any assignment or delegation made in violation of this section shall be void. In no event does this Contract create any contractual relationship between the City and any third party.
- 10.3 THIRD PARTY BENEFICIARY: Nothing under this Contract shall be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 10.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.

- 10.5 SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the goods, Service or Work specified herein without the advance written approval of the City.
- 10.6 CONTINGENT FEES: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the Contractor's business/firm. For breach or violation of this warranty, the City of Goodyear shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 10.7 LIENS: Contractor shall hold the City harmless from claimants supplying labor or materials to the contractor or subcontractors in the performance of the work required under this Contract.

## SECTION 11. WARRANTY

- 11.1 GUARANTEE: Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.
- 11.2 QUALITY: Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.
- 11.3 RESPONSIBILITY FOR CORRECTION: Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 11.4 INVESTIGATION OF CONDITIONS: The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.
- 11.5 WORKMANSHIP: Where not more specifically described in any of the various sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services or goods. All goods and services

shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.

- 11.6 RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 11.7 PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 11.8 SURVIVAL: Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.
- 11.9 COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

## SECTION 12. CITY CONTRACTUAL RIGHTS

- 12.1 RIGHT OF ASSURANCE: Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.
- 12.2 NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.
- 12.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or services or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a breach of the Contract as a whole.
- 12.4 TIME IS OF THE ESSENCE: Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 12.5 NON-EXCLUSIVE CONTRACT: The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.
- 12.6 STRICT PERFORMANCE: Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.
- 12.7 CONFLICT OF INTEREST: This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee,

consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.

- 12.8 DEFAULT: In the case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (i) deduction from an unpaid balance due; (ii) collection against the bid and/or performance bond, or (iii) a combination of the aforementioned remedies or other remedies as provided by law.
- 12.9 NOTICES: Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To City:  
Brian Barnes  
190 N. Litchfield Road  
Goodyear, AZ 85338

To Contractor:  
Sunline Contracting, LLC  
7777 N. 70<sup>th</sup> Ave.  
Glendale, AZ 85303

Copy to:  
Roric Massey  
City of Goodyear, City Attorney

190 N. Litchfield Road  
Goodyear, AZ 85338

- 12.10 This Contract shall be in full force and effect only when it has executed by duly authorized City officials and the duly authorized agent of the Contractor.

### SECTION 13. CERTIFICATION

- 13.1 By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

**END OF STANDARD TERMS AND CONDITIONS**

**SPECIAL TERMS AND CONDITIONS**

CON-13-2195

N/A

**END OF SPECIAL TERMS AND CONDITIONS**

**SCOPE OF WORK**

CON-13-2195

**END OF SCOPE OF WORK**

	STREET	TYPE	LIMITS		AREA
1	WESTERN AVE - 370	ART	LITCHFIELD	EAST CITY LIMITS	8,960
2	BULLARD AVE - 142	ART	MC DOWELL	RID CANAL	49,796
3	150TH DR - 1880	COL	MC DOWELL	VIRGINIA	22,453
4	MONTE VISTA RD - 1875	COL	PEBBLE CREEK	150TH	18,966
5	MC DOWELL RD - 324	ART	PEBBLECREEK	BULLARD	62,393
6	MC DOWELL RD - 326	ART	SARIVAL	PEBBLE CREEK	55,385
7	158TH AVE - 1895	COL	VAN BUREN	SARIVAL	12,838
8	VAN BUREN ST - 356	ART	SARIVAL	ESTRELLA	40,758
9	CANYON TRAILS BLVD - 752	COL	YUMA	167TH	13,410
10	CANYON TRAILS BLVD - 750	COL	167TH	COTTON	12,257
11	167TH AVE - 734	COL	CANYON TRAILS	VAN BUREN	14,296
12	YUMA RD - 388	ART	SARIVAL	COTTON	42,638
13	157TH AVE - 716	COL	LOWER BUCKEYE	GOODYEAR BLVD	15,413
14	LOWER BUCKEYE PKWY - 812	ART	ESTRELLA	VILLAGE	26,119
15	ELWOOD ST- 774	COL	ESTRELLA	EOP	13,334
16	CALISTOGA DR - 1940	COL	ESTRELLA	182ND	27,739
17	178TH AVE - 1945	COL	CALISTOGA	VERDIN	5,222

**PRICE/FEE SCHEDULE**

**CON-13-2195**

**END OF PRICE/FEE SCHEDULE**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CA

DATE (MM/DD/YYYY)

10/04/12

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 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 CDS Insurance Agency LLC 12439 N 32nd Street Phoenix, AZ 85032 Rob Clmato	602-996-5000	CONTACT NAME:	
	602-996-3756	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	SUNLI-3
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Sunline Contracting LLC 7777 N 70th Ave Glendale, AZ 85303	INSURER A: *CNA		
	INSURER B: Chartis Property Casualty Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	4027195160	10/30/11	10/30/12	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		4027165432	10/30/11	10/30/12	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		4027165432	10/30/11	10/30/12	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS		4027165432	10/30/11	10/30/12	PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS		4027165432	10/30/11	10/30/12	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS		4027165432	10/30/11	10/30/12	\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	061758133	10/21/11	10/21/12	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine		4027165432	10/30/11	10/30/12	Value 250,000
	Unscheduled Equipm					Deductibl 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Goodyear is named as additional insured.

job: City of Goodyear maintenance  
sl# 172-12

## CERTIFICATE HOLDER

## CANCELLATION

CITYGOO

CITY OF GOODYEAR, ARIZONA  
190 NORTH LITCHFIELD ROAD  
GOODYEAR, AZ 85338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: SUNLINE CONTRACTING, LLC  
(hereinafter "Principal"), as Principal and THE GUARANTEE COMPANY OF NORTH AMERICA USA  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of MICHIGAN with its  
principal offices in the city of SOUTHFIELD, MI 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 CITY OF GOODYEAR (hereinafter "Obligee"), in the amount of ONE HUNDRED THIRTEEN  
THOUSAND SIXTY EIGHT DOLLARS AND 85 CENTS (\$113,068.85), 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 dated the \_\_\_\_ day of \_\_\_\_\_, 2012, to  
construct and complete certain work described as,

**REMOVAL AND/OR INSTALLATION OF PAVEMENT MARKING  
VARIOUS LOCATIONS THROUGHOUT CITY OF GOODYEAR**

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 of 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 copied at length in this  
agreement.

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.

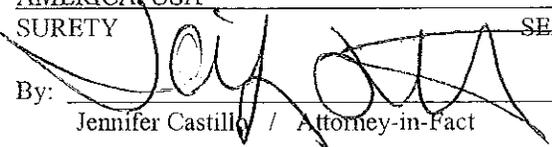
Witness our hands this 24TH day of OCTOBER, 2012.

SUNLINE CONTRACTING, LLC  
PRINCIPAL SEAL

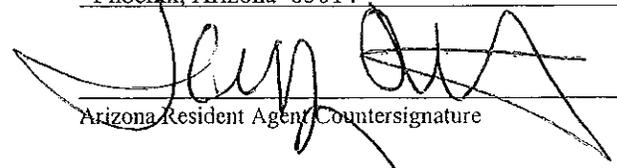
By: 

Title: MANAGING MEMBER

THE GUARANTEE COMPANY OF NORTH  
AMERICA, USA  
SURETY SEAL

By:   
Jennifer Castillo / Attorney-in-Fact

Paffenbarger & Walden, LLC  
Agency Of Record  
1121 E. Missouri, Suite 102  
Phoenix, Arizona 85014

  
Arizona Resident Agent/Countersignature

ARIZONA STATUTORY PAYMENT BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: SUNLINE CONTRACTING, LLC  
(hereinafter "Principal"), as Principal and THE GUARANTEE COMPANY OF NORTH AMERICA USA  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of MICHIGAN  
with its principal offices in the city of SOUTHFIELD, MI, holding a certificate of authority to transact surety  
business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as  
Surety, are firmly bound unto CITY OF GOODYEAR (hereinafter "Obligee"),  
in the amount of ONE HUNDRED THIRTEEN THOUSAND SIXTY EIGHT DOLLARS AND 85 CENTS  
(\$113,068.85) 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 dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012 to  
construct and complete certain work described as,

**REMOVAL AND/OR INSTALLATION OF PAVEMENT MARKING  
VARIOUS LOCATIONS THROUGHOUT CITY OF GOODYEAR**

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 agreement.

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 24th day of OCTOBER, 2012

SUNLINE CONTRACTING, LLC

PRINCIPAL SEAL

By: [Signature]

Title: Managing Member

THE GUARANTEE COMPANY OF NORTH  
AMERICA USA  
SURETY SEAL

By: [Signature]  
Jennifer Castillo / Attorney-in-Fact

Paffenbarger & Walden, LLC  
Agency Of Record  
1121 E. Missouri, Suite 102  
Phoenix, Arizona 85014

[Signature]  
Arizona Resident Agent/ Countersignature



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
 Southfield, Michigan  
**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Andrew J. Paffenbarger, Joseph A. Clarcken III, Scott Wareing, Diane L. Arment, Bob Walden, Anne E. Hill, Jennifer Castillo Paffenbarger & Walden, LLC*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The **Power** of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this **Power of Attorney** is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

**RESOLVED** that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any **Power of Attorney** or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

**STATE OF MICHIGAN**  
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a **Power of Attorney** executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this

24<sup>th</sup> day of October, 2012

*Randall Musselman*

Randall Musselman, Secretary

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SUNLINE CONTRACTING LLC

[Work Orders]

See following pages (to be attached subsequent to execution).