



Town of Fountain Hills

7/20/2018

Justin Weldy

Public Works Director

Justin,

Per our phone conversation on Thursday 7/19/2018 Sunline Contracting will honor the agreement between the town and Sunline to complete the \$20,000.00 the city council agreed a pond for pavement markings. We have a great working relationship with the town and look forward many more years together.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodd Jose". The signature is stylized with a large, sweeping initial "R" and a long, horizontal flourish extending to the right.

Rodd Jose

President Sunline Contracting

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

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of June 19, 2018, 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, City of Goodyear (the "City") entered into Contract No. CON 18-4140, with an effective date of April 9, 2018, (the "City Contract"), for the Contractor to provide pavement marking and related services. A copy of the City 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 City Contract, at its discretion and with the agreement of the awarded Contractor, and the City 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 City Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with pavement marking and related services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Material and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and 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 June 18, 2019. This Agreement may be extended in one year increments for a maximum of four (1) additional terms (each a "Renewal Term"), upon the mutual agreement of the parties in writing. The Agreement may be terminated prior to its termination date as otherwise provided in this Agreement or the City Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Material and Services under the terms and conditions of the City Contract. The Town does not

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 City 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 City 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 City 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 City Contract, the Town shall be afforded all of the rights and privileges afforded to the City of Goodyear and shall be the "City" (as defined in the City Contract) for the purposes of the portions of the City 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 the City to the extent provided under the City 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: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Town Attorney

If to Contractor: Sunline Contracting LLC
820 N. 17th Avenue
Phoenix, AZ 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 required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

FOR THE TOWN OF FOUNTAIN HILLS:


Linda M. Kavanagh, Mayor

ATTESTED TO:


Bevelyn J. Bender, Town Clerk

REVIEWED BY:


Grady E. Miller, Town Manager

APPROVED AS TO FORM:


Mitesh V. Patel, Interim Town Attorneys
Dickinson Wright PLLC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SUNLINE CONTRACTING LLC

[CITY CONTRACT]

See following pages.



CITY OF GOODYEAR

Offer and Acceptance
Contract No. CON 18-4140

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

DESCRIPTION OF SERVICES: Pavement Marking Services - Installation/Removal

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; v) pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales): 26 - 447 2466
Arizona Contractor License Number: 254708
Privilege Tax License # 20448172
City of Goodyear Business Registration No.: 18-00005468

For clarification of this offer contact:

Name: JEFF SAPPY
Telephone: 602-769-5076
E-Mail Address: jsappy@sunlinecontracting.com

SUNLINE CONTRACTING, LLC.
Company Name
820 N. 17th Ave
Address

Sign: [Signature]
Authorized Signature for Offer
JEFF SAPPY
Printed Name

PHOENIX AZ 85007
City State Zip Code

ESTIMATOR 1/30/2018
Title Date

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

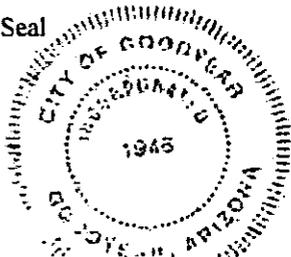
Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City Manager, City of Goodyear (if applicable)

Attested by:

[Signature]
Maureen Seem, City Clerk
Darcie McCracken

City Seal



Official File

City of Goodyear, Arizona. Eff. Date: 4/9/18

[Signature]
Jacque Behrens, CPPB, Procurement Manager

Approved as to form:

[Signature]
Roric Massey, City Attorney



CITY OF GOODYEAR

Invitation For Bid

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

Solicitation Number: 18-4140

Materials and/or Service: Pavement Marking Services – Installation/Removal

Solicitation Due Date: January 25, 2018 **Time:** 3:00 pm (Arizona Time)

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

Procurement Specialist: Dora Chavez
Phone: (623) 882-7834
Email: dora.chavez@goodyearaz.gov

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

Solicitation packages can be obtained by downloading from the City of Goodyear's website: 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 IFB 18-4140. Should you experience problems downloading the solicitation, contact Dora Chavez, at the above email address.

Attendance at the Pre-Bid Conference is not mandatory; however, Bidders are strongly encouraged to attend. Offerors are also strongly encouraged to read entire solicitation prior to Pre-Bid Conference. Copies of the solicitation will not be handed out at the Pre-Bid.

Pre-Bid Conference: January 11, 2018 at 10:00 am (Arizona Time)

Pre-Bid Location: City of Goodyear, City Hall
190 N. Litchfield Rd.
Goodyear, AZ 85338

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

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

Published in the Arizona Republic Southwest Section on: 1/5/18, and 1/10/18



CITY OF GOODYEAR

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190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

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CITY OF GOODYEAR

Instructions to Bidders

Office of Procurement
190 N. Litchfield Road
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Phone: 623-882-7834

1. PREPARATION OF OFFER

- a. It is the responsibility of all Bidders 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 a bid.
- 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 bids will be accepted if pencil is used. Erasures, interlineations, or other modifications in the bid shall be initialed in original blue ink by the authorized person signing the bid.
- d. It is the Bidder'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. Bids shall be submitted in a sealed envelope provided by the Bidder, and should include the Bidder'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 Bidder to submit the bid at the place and by the time provided in the solicitation.
- h. Negligence in preparing a bid confers no right of withdrawal after the due date and time of the bid. No bid 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 bid, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Bidder shall submit one (1) original, marked "original" and three (3) copies of their bid with their submittal. Offers shall be submitted single-sided.



CITY OF GOODYEAR

Instructions to Bidders

Office of Procurement
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Goodyear, AZ 85338
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2. SERIAL NUMBERS

Bids 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 Bidder 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 bids for award if the Bidder: 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 Bidder 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 bid 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 Bidder 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 seven (7) calendar days after pre-bid conference.

8. PRE-BID CONFERENCE

A Pre-Bid Conference will be held. Attendance at the scheduled Pre-Bid Conferences is not 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.*



CITY OF GOODYEAR

Instructions to Bidders

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

9. **LATE BIDS/MODIFICATIONS/WITHDRAWALS**

Bids, modifications of bids, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Bidder unopened. A Bidder (or designated representative) may withdraw their bid via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

10. **PUBLIC RECORD/CONFIDENTIAL INFORMATION**

All bids 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 Bidder believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Bidder to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Bidder 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 Bidder 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 Bidder prior to the release of the information.

11. **BID ACCEPTANCE PERIOD**

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

12. **DISCUSSIONS**

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

13. **PERSONNEL**

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

14. **AWARD OF CONTRACT**

a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Bidder 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 bids, 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, bids do not become contracts unless and until they are accepted by the

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Instructions to Bidders	

City Council. A contract is formed when written notice of award(s) is provided to the successful Bidder(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 bids, the awardee will be determined by lottery.

15. BUSINESS REGISTRATION PERMIT

All Bidders 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 Finance, Joe Lewandowski at (623) 882-7899 or joe.lewandowski@goodvearaz.gov

16. 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:

Jacque Behrens, 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.

- 17. CONFLICT OF INTEREST** Offerors shall fully disclose all known and potential conflicts that could influence or appear to influence their judgment or the quality of their services.

END OF INSTRUCTIONS TO OFFERORS

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Standard Terms and Conditions	

SECTION 1. DEFINITIONS

- 1.1 "City" means the City of Goodyear.
- 1.2 "City Manager" means the manager of the City of Goodyear or designee.
- 1.3 "Contract" means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 1.4 "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.
- 1.5 "Days" means calendar days unless otherwise specified herein.
- 1.6 "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.
- 1.7 "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.
- 1.8 "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.
- 1.9 "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 2. TERM OF CONTRACT

- 2.1 The term of the contract may be automatically extended to include the warranty period.
- 2.2 Contractor shall not commence work until Contractor receives a purchase order signed by the City procurement manager or designee.

SECTION 3. COMPENSATION AND PAYMENTS

- 3.1 **COMPENSATION:** Total compensation to be paid under this Contract shall not exceed the purchase order amount.
- 3.2 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

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Standard Terms and Conditions	

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.

- 3.3 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.
- 3.4 **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 alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 3.5 **PRICE REDUCTION:** A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 3.6 **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.
- 3.7 **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.
- 3.8 **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.
- 3.9 **USAGE REPORT:** The Contractor may be required to provide a usage report to the Procurement Manager.
- 3.10 **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.
- 3.11 **NO ADVANCE PAYMENT:** Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.



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- 3.12 **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.
- 3.13 **F.O.B. POINT:** All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 3.14 **TAXES:** Contractor shall be solely responsible for the reporting of any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 4. TERMINATION

- 4.1 **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.

- 4.2 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 5: RISK OF LOSS AND LIABILITY

- 5.1 **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,



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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").

- 5.2 **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 so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.
- 5.3 **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.
- 5.4 **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.



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- 5.5 **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.
- 5.6 **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.
- 5.7 **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.
- 5.8 **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.
- 5.9 **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.
- 5.10 **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.
- 5.11 **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.
- 5.12 **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.



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- 5.13 **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 6. CONTRACT INTERPRETATION

- 6.1 **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.

- 6.2 **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.

- 6.3 **PAROL 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.

- 6.4 **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.

- 6.5 **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

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3. Specifications
 4. Fee Schedule
 5. Attachments
 6. Exhibits
 7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.
- 6.6 **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.
- 6.7 **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.
- 6.8 **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.
- 6.9 **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.
- 6.10 **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.
- 6.11 **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 7: CONTRACT ADMINISTRATION AND OPERATION

- 7.1 **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



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materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.

- 7.2 **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.

- 7.3 **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.



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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.

- 7.4 **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.
- 7.5 **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.
- 7.6 **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



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federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.

- 7.7 **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.
- 7.8 **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.
- 7.9 **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.
- 7.10 **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.
- 7.11 **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.
- 7.12 **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.
- 7.13 **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.
- 7.14 **COOPERATIVE STATEMENT:** This contract shall be for the use of the City of Goodyear. In addition, eligible 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.
- 7.15 **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.
- 7.16 **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.



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- 7.17 **CONTINUATION OF SERVICES – ISRAEL:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 7.18 **RIGHT OF OFFSET:** The City shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Standard Terms and Conditions.

SECTION 8. CONTRACT CHANGES

- 8.1 **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.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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.
- 8.5 **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.
- 8.6 **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.
- 8.7 **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.



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SECTION 9. WARRANTY

- 9.1 **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.
- 9.2 **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.
- 9.3 **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.
- 9.4 **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.
- 9.5 **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.
- 9.6 **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.



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- 9.7 **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.
- 9.8 **SURVIVAL:** Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.
- 9.9 **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 10. CITY CONTRACTUAL RIGHTS

- 10.1 **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.
- 10.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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.
- 10.6 **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.
- 10.7 **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 in 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.

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10.8 **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.

10.9 **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:
Ron Sievwright
City of Goodyear, Streets and Traffic Superintendent
200 South Calle Del Pueblo
Goodyear, AZ 85338

To Contractor:

Copy to:
Roric Massey
City of Goodyear, City Attorney
190 N. Litchfield Road
Goodyear, AZ 85338

10.10 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 11. CERTIFICATION

11.1 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.

SECTION 12. LICENSING, DEBARMENT AND SUSPENSION

12.1 **Licensing/Permits:** Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.

12.2 **Debarment/Suspension:** Contractor warrants and certifies neither Contractor nor any of its subcontractor:



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- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - b. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - c. Are not; or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - d. Have not had one or more public transaction (federal, state or local) terminated for cause or default.
- 12.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

END OF STANDARD TERMS AND CONDITIONS



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Special Terms and Conditions

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SECTION 1. TERM OF CONTRACT

1. The term of this Contract shall be one (1) year commencing on the effective date, which is the date last signed by both Parties, and may be extended or renewed for consecutive additional one (1) year periods; not to exceed a total of five (5) years, subject to appropriations and mutual agreement of the Parties. 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.

SECTION 2 INSURANCE

- 2.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- 2.2 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury, and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this Contract. Coverage shall be at least as broad as Insurance Service Office policy form CG 00 01.07 98 or any replacement thereof, and shall be an occurrence-based policy. The Certificate of Insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations required by this Contract. These limits may be met through a combination of primary and excess liability coverage.
- 2.3 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage shall 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.
- 2.4 Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- 2.5 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.
- 2.6 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.
- 2.7 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, or reduced in



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coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.

- 2.8 **Additional Insureds.** The Commercial General Liability and Business Automobile Liability policies shall contain or be endorsed to contain the following provision: "The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- 2.10 **Primacy of Coverage.** Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability. Contractor's policy shall be primary and non-contributory.
- 2.11 **Certificates of Insurance/Endorsements.** Contractor shall provide City with Certificates of Insurance and proper additional insured endorsements as required by this Contract and as described above, in a form and content approved by City, prior to performing any services under this Contract. The Certificates of Insurance shall be attached hereto and incorporated hereby by this reference.
- 2.12 **No Representation of Coverage Adequacy.** The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. 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.
- 2.13 **Non-Waiver.** The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.
- 2.14 **Notice of Cancellation.** Each certificate for each insurance policy required by this Section 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.
- 2.15 **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.
- 2.16 **Other Contractors or Vendors.** Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required in this Section 9.



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SECTION 3. OTHER

3.1 An original bid bond for ten (10%) of the bid price is required to be submitted with the bid:

4.1.1 The Contractor is required to submit with Bid a certified or cashiers' check, upon a solvent bank, or a surety bond in an amount equal to ten percent (10%) of the base bid price made payable to the City of Goodyear. The bid security shall be given as a guarantee that the Contractor will enter into the Contract if awarded to him; and shall be declared forfeited as liquidated damages if he refuses to enter into the contract upon request to do so by the City. The Bid security other than bid bonds will be returned to the unsuccessful bidders and to the successful bidder upon his execution of a satisfactory payment and performance bond, and contract. Failure by the Contractor to submit bid bond shall result in rejection of the Bid as non-responsive.

3.2 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.

3.3 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.

3.3.1 Performance and Payment Bonds. The Contractor is required to provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of the Contract, and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such surety or sureties as are approved. The Contractor shall deliver the required bonds to the City not later than the date of execution of the Contract. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power. The surety bonds shall be executed solely by a company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes, Title 20, Chapter 2, Article 1. The bond amounts shall be for one hundred percent (100%) of the Contract amount plus any authorized Change Orders added to the Contract, of which notice to the surety shall be waived. The bonds shall not be executed by an individual surety or sureties.

3.4 Registrar of Contractors. At a minimum, Contractors must be licensed with the Arizona Registrar of Contractors at the time of bid submittal. License must be active and in good standing. Contractor agrees to provide copies of all license(s) at time of bid submittal and at any time during the Contract Term.

3.5 Dust Control. Contractor must adhere to all necessary Maricopa County dust control laws and regulations and seek clarification when necessary regarding permitting.

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	Scope of Work	

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 on or about February 1, 2018. The Engineering Department desires to retain qualified contractor(s) for the supplying, installing and/or removing of paint, thermoplastic, and profile thermoplastic, as required, at various locations citywide as ordered by the City in accordance with these specifications and the provisions contained in this Invitation for Bid (IFB).

The City reserves the right to award this contract to multiple vendors.

2. DEFINITIONS

City	City of Goodyear, Engineering Department
Contract Administrator	Streets/Traffic 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, Latest Edition including errata, and addenda.
MUTCD	Manual on Uniform Traffic Control Devices, Latest 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)
MCDOT	Maricopa County City of Transportation, Pavement Marking Manual (Current Edition)
City of Phoenix	City of Phoenix Barricade Manual (Latest Edition)

3. WORK LOCATIONS

- All striping to include Arterial, Rural Arterial, Collector, Residential streets, and parking lots within the City of Goodyear, City 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 the City using the next lowest priced contractor for that project. Re-occurring unavailability of contractor resources that result in project delays shall be the basis for cancellation of a portion of, or all of, a 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.



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Scope of Work

The City of Goodyear representatives:

City Traffic Engineer
Engineering Department
City of Goodyear, Arizona
14455 W Van Buren St., Ste. D101
Goodyear, AZ 85338
623.882.7519 - Direct

Streets/Traffic Superintendent
200 S. Calle Del Pueblo
Goodyear, AZ 85338
Phone: 623-882-7632

Engineering Director
Engineering Department
City of Goodyear, Arizona
14455 W. Van Buren St., Ste. D101
Goodyear, AZ 85338

The contractor shall be responsible for coordinating all pavements marking work with the Streets/Traffic Superintendent. A contract purchase order and written work order from the Streets/Traffic Superintendent or designee is 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.

Manual on Uniform Traffic Control Devices (MUTCD), latest Edition as adopted by the City and the City's supplement to this document; City of Goodyear Engineering Design Standards and Policies Manual current editions; MCDOT Pavement Marking Manual current editions; ADOT Standard Specifications for Road and Bridge Construction current editions plus all applicable Stored Specifications; ADOT Standard Drawings for Signing and Marking current editions 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:

1. Waterborne Paint Markings (WPM)
2. Thermoplastic Markings (THM)
3. Profile Thermoplastic Markings (PFTM)
4. Existing Pavement Marking Removal and/or Surface Preparation (PMR or SP)
5. Traffic Control

The technical requirements regarding all the work within this contract and the applicable 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.

Marking work will also be divided into two basic types of work based on application. The work units are as follows:



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Scope of Work

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 fee schedule 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 (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 fee schedule will include lane lines, center lines, edge lines, gore lines and storage lines.

For the other categories of work, in order to accommodate the City's unforeseeable usage, three (3) order sizes have been established for each specified subcategory of items. These order size variations are also intended to allow each Offeror an opportunity to fairly pass on mobilization, labor and equipment costs while still allowing the City the convenience of a small project and the economies of larger projects.

There are three (3) levels of bid prices for all of the work items identified. The application of the levels of bid prices will be determined based on the estimated overall dollar value of all the pavement marking work to be done on that specific pavement marking project defined in the City's written contract work order. The overall calculation of value shall exclude any costs for traffic control.

The project quantity value levels are as follows:

Level I - A minimum project value of between \$5,000.00 to \$19,999.99 of pavement marking work.

Level II - A project value of between \$20,000.00 to \$99,999.99 of pavement marking work.

Level III - A project value of \$100,000 or more of pavement marking work.

All items, traffic control and mobilization items will be included with the unit bid price on the Fee Schedule and not as a separate item except for uniformed officers, have three levels of applicability based on these levels and the criteria specified herein. It shall be the contractor's responsibility to verify the indicated quantities and the applicable project quantity value levels.

The City Traffic Engineer will be the City's authority on all work accomplished on the Citywide Pavement Marking Contract.

The contractor shall log quantities daily. A sample Daily Work Quantities Report is attached as Exhibit 1.

4.1 Items of Work

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

4.1.1 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 Fee Schedule



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Any measurement of a line that is not specifically addressed per the Fee Schedule 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:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{4 \text{ (inches)}}$$

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 work order and as defined on the Signing and Marking Standard Drawings, 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 square 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 Fee Schedule.

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

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

The application of primer or contact cement for the installation of preformed tape markings shall be considered incidental to the applicable items. The type used (primer or contact cement) and the number of coats applied shall be in accordance with the preformed marking manufacturer's recommendations.

The marking layout item and/or barrier marker installation shall be paid per the hour. Under this item the contractor shall provide a crew of two to three persons or more to layout the required locations and/or



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install City furnished barrier markers for pavement marking on a project as required per the work order and as directed by the City. The number of hours to do the work shall be agreed upon prior to starting. The actual hours spent will be recorded by the City. This item may also be used to as-built existing pavement markings to help the City in developing new plans or retaining layouts which will be covered or destroyed by pavement maintenance activities.

Off-duty police officers will be paid for as detailed on the Fee Schedule.

4.1.2 Application Requirements

The work under all pavement marking installation items shall consist of cleaning and preparing pavement surfaces and furnishing and applying reflectorized markings to the prepared pavement 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. The inspection of work is an integral part of any work item being eligible for payment.

The requirements stated under this subsection, as applicable, are intended to apply to the installation of all pavement marking materials. Specific requirements that apply only to that material are contained under that specific subsection.

4.1.3 Pavement Marking Location

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

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

Markings shall be laid out as defined in project special instructions/plans, Signing and Marking Standard Drawings and as directed by the City.

When markings are placed over existing pavement markings, unless otherwise directed by the work order or City, 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 1/2 inch on the width. Overlaying of existing legend and symbols shall match the existing markings within one (1) inch or less.

4.1.3 Materials

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.

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



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pavement marking materials on state property is allowed if approved by the City. The contractor shall clean up all vented material.

4.1.4 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 Contract Work Order. The surface of all existing markings to be overlaid shall be cleaned.

The method of cleaning the surface is subject to approval by the City and shall include PM 10 approved machine sweeping (wet or dry), 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.

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.

4.1.5 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.

4.1.6 Calibration

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. If at any time conditions change or it appears the required application rates are not being achieved then the calibration process shall be repeated if directed to do so by the City.



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4.1.6 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.

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. The bead flow calibration method shall be per the requirements specified herein.

4.1.7 Thickness

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, e.g. caliper, micrometer, 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.

4.1.8 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 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 D-711 to verify actual drying.



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4.1.9. 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 degrees to +180 degrees F.

4.1.10 Retro-reflectance

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

Product	Retro-reflectance (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 LTL-2000 and MX-30 to be equivalent 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.

4.2 Other Requirements

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

- Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition, as adopted by the City.
- City of Goodyear Engineering Standards and Policies Manual (Viewed online at www.goodyearaz.gov)
- Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Latest Edition including errata, and addenda and all related Stored Specifications.



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- Arizona Department of Transportation, Materials Testing Manual (THE CITY M-XII-TWO-D), Materials Section, Current Edition (Materials Testing Manual).
- Arizona Department of Transportation, Approved Products List
- 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.
- Maricopa County Department of Transportation Pavement Marking Manual

4.2.1 Brand Name or Equal Specification

The brand name products that are known to be in conformance with these specifications are included in the Arizona Department of Transportation Approved Products List. Alternative brands will be considered if proven to be of equal or better quality than those listed.

4.2.2 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, if applicable:

4.2.3 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 14 of the Scope of Work. 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 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.

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 expected pavement marking life times.



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4.3 WATERBORNE PAINT MARKINGS (WPM)

4.3.1 Description

The work under this subsection shall consist of cleaning and preparing pavement surfaces and furnishing (if not supplied by the City) and applying reflectorized waterborne paint pavement markings using a hand cart (or short line) spray device and long line spray truck. The paint shall be applied to the locations, shapes, widths and thickness as required by work order and details shown on any attached plans (if applicable) and in accordance with the manufacturers' specifications, these specifications and as directed by the City.

4.3.2 General

The waterborne pavement marking paint material shall be a ready-mixed, one component lead-free paint that is specifically compounded for pavement marking. Two types of paints shall be supplied, one specifically designed for roadway surface applications and the other for curb painting. The characteristics of the material shall be such that complete and even coverage of a line at a specified thickness, 15 wet mils for roadway striping and 10 wet mils for curb painting, width and configuration can be achieved at application speeds faster than 5 miles per hour. With glass beads applied, this material, upon drying shall produce an adherent reflectorized marking capable of resisting deformation and wear presented by a roadway environment.

4.3.3 Composition

The composition of the paint shall be determined by the manufacturer and shall be per their written requirements and specifications on file with the City as a Class I paint. It will be the manufacturer's responsibility to produce a pigment waterborne paint containing all the necessary solvents, dispersants, wetting agents, preservatives and all other additives, so that the paint shall retain its viscosity, stability and all of the properties as specified herein.

The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolyzable chlorine derivatives, ethylene-based glycol ethers and their acetates, nor any carcinogen, as defined in 29 CFR 1910.1200. The lead content shall not exceed 0.06 percent by weight of the dry film and the test for chromium content shall be negative.

4.3.4 Quantitative Requirements of Mixed Class I Paint

Component	White	Yellow
Pigment, percent by weight, ASTM D3727, allowable variation from qualifying sample. The minimum shall be 56%.	+/-2.0%	+/-2.0%
Non-volatile content, percent by weight vehicle, ASTM D2369, allowable variation from qualifying sample. The minimum shall be 72%.	+/-2.0%	+/-2.0%
Viscosity, Krieb units at 77 ± 1 °F, ASTM D562.	80-95	80-95
Weight per gallon, pounds at 77 ± 1 °F, ASTM D1475. The minimum shall be 13 pounds per gallon. The allowable variation in pounds.	+/-2	+/-2
Vehicle composition, vehicle Infrared Spectra, ASTM D2621, allowable variation from qualifying sample.	None	None
pH, ASTM E70, allowable variation from qualifying sample. (minimum of 10.0)	+/-1.0	+/-1.0
Fineness of dispersion, HEGMAN, minimum, ASTM D1210.	3.0	3.0



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Maximum allowable Volatile organic compounds, grams per liter, per ASTM D3960 according to 7.1.2.	150	150
Flash point, degrees F, minimum, ASTM D93, method A.	100	100
Dry time to no pick up with no beads, minutes, maximum, ASTM D711.	9	9
Dry through time, minutes, ASTM D1640 except no thumb pressure is used when thumb is rotated 90 degrees on paint film.	20	20
Flexibility, TT-P-1952D	Pass	Pass

If requested, the contractor via the manufacturer shall furnish factory samples of paints. Additionally, the contractor may also be requested to furnish samples taken from existing stocks at the contractor's yard or at a project site. The City will test these samples. These samples will be used for comparison purposes for those paints actually used on the project and those furnished from the factory.

4.3.5 Dry Opacity

The Dry opacity for the paint will be determined using a black-white Leneta Chart, Form 2C Opacity and a Photovolt 577 Reflectance meter or equal. Using a gap doctor blade a 5 mil film of paint shall be drawn that will cover both black and white portions of the chart. The film shall be allowed to dry 24 hours. After calibrating the reflectance meter according to the manufacturer's instructions, the reflectance will be measured over the white and black portions with the green Tristimulus filter. The dry opacity is calculated as follows:

- Reflectance over black/reflectance over white = dry opacity.
- Dry opacity for both white and yellow paint shall be a minimum of 0.93

4.3.6 Yellowness Index

The yellowness index for the white paint will be determined as described for dry opacity, only a 15 mil gap doctor blade will be used to draw down the paint. After drying 24 hours, the paint film's reflectance will be measured using the green and amber Tristimulus filters. The yellow index is then calculated as follows:

- Yellowness index = (amber- blue)/green x 100
- Yellowness index for the white paints shall be a maximum of 10.

4.3.7 Static Heat Stability

The static heat stability for the paint will be determined as follows: A one pint sample of the paint in a sealed can is to be place in a heated air circulation oven at 120 degrees F +/- 1 degrees F for a period of one week. The sample is then to be removed from the oven and the viscosity checked in Krieb units at 77 degrees F +/- 1 degree F according to ASTM D562. The measured viscosity shall be in the range from 68 to 90. The tested sample shall not show any signs of instability (e.g jelling).

4.3.8 Scrub Resistance

The scrub resistance will be determined according to ASTM D2486. An appropriate doctor blade is to be used to obtain a dry film thickness of 3 to 4 mils. The sample shall be cured for 24 hours. The scrub test shall be performed at 77 degrees F +/- 1 degrees F at 50% +/- 5% humidity. The sample shall withstand a minimum of 800 cycles.



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4.3.9 Reflectance

The reflectance for both the white and yellow paint (per a lab test without beads) will be determined using a 15 mil draw down film sample. The same white sample used to determine the yellowness index as herein specified may also be used for this test. The reflectance of the paint films will then be measured using the green Tristimulus filter. The reflectance for the white paint shall be a minimum of 85. The reflectance for the yellow paint can range from 45 to 58.

4.3.10 Freeze-Thaw Properties

The paint viscosity or consistency shall not change significantly when the paint is tested for resistance to three cycles of freeze-thaw according to ASTM D2243.

4.3.11 Spray Properties

The paint shall be applied at a 15 mil wet film thickness in the field. The paint shall show the following properties:

- Dry to a no track time with 90 seconds or less when the line is crossed by a standard size automobile. (77° F, less than 50% humidity, clear/partly cloudy and normal air flow)
- The applied paint shall accept the glass beads with the specified coating so that the beads shall embed into the paint depth to the recommendations of the bead manufacturer.

4.3.12 Toxicity

At no time shall these waterborne paint marking materials exude fumes which are toxic or injurious to persons or property.

4.3.13 Physical Properties

The paint pigment shall be well ground and evenly and uniformly dispersed in the paint solution. The pigment shall not cake or thicken in the container, and shall not become granular or curdled. Any settlement of pigment in the paint shall result in a thoroughly wetted soft mass that can be easily and successfully re-mixed into proper solution with a standard mixing paddle. Upon mixing the paint shall regain a smooth uniform product of the proper consistency. If the paint cannot be mixed back to a uniform, totally sprayable liquid state, then it shall be considered unfit for use and shall not be used. The contractor shall secure replacement material that shall conform to the requirements as specified herein.

4.3.14 Color

The paint marking material shall meet the following color requirements:

- The yellow color shall closely match Federal Test Standard Number 595b, color chip no. 33538. The color will be checked visually, and will be checked against Tristimulus Values for the color according to Federal Test Method Standard No. 141.
- The white color shall closely match Federal Test Standard Number 595, color chip no. 17925.

4.3.15 Required Thickness and Glass Beads

The glass bead and application rate will vary based on the type specified. The paint application wet thickness shall be 15 mils and the dry thickness shall be between 8 and 9 mils.



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The glass beads shall conform to the applicable requirements of Subsection 708-2.02 of the Standard Specifications, the pavement marking material and glass bead manufacturer's recommendations and as specified herein.

The glass bead type; coating and application rate per specified bead application designation (as stated on Fee Schedule, item description), type, bead coating and rate are:

Application Designation	Type of Bead (Gradation)	Coating *	Application Rate (Pounds per Gallon)
Std Beads	ADOT STD.	MP/AC	8 lbs/gal of paint
<p>*NOTE: The coatings shall be per the bead manufacturer's specifications and recommendations for the type of paints specified. MP - Moisture proof bead coating. AC - Adhesion bead coating. MP/AC indicates the requirement for dual coating.</p>			

The bead application for curb paint shall be 10 pounds of ADOT standard glass beads per 100 square feet of curb painted.

4.3.16 Installation Requirements

General

Typically all long line paint operations will involve a moving application operation unless otherwise directed by the Streets/Traffic Superintendent. The moving striping operation traffic control shall be as approved by the Streets/Traffic Superintendent. The minimum traffic control usually consists of a shadow vehicle (which follows the striping truck) which has an attenuator and a flashing arrow panel. Signs shall be placed to restrict motorist (e.g. regulatory signs that state "Keep Off-The Stripe") from driving on the applied material. For two-way roadways it may be necessary to have a vehicle out in front of the operations with a flashing arrow panel facing opposing traffic. The cost of the shadow vehicle will be included in the cost of the striping.

4.3.17 Equipment

The equipment used to install this pavement marking material shall be constructed to provide continuous uniform heating while mixing and agitating the material. The conveying portion of the equipment, between the main material reservoirs and the line dispensing devices, shall be configured to prevent accumulation and clogging. The equipment shall be capable of spraying both yellow and white as to the rates recommended by the manufacturer to achieve the specified thickness. It shall be capable of placing stripes on the left and right sides and placing two lines simultaneously with either solid or intermittent pattern in yellow or white while applying glass beads.

All guns must be in full view of the operator at all times. All parts of the equipment which come in contact with the material shall be constructed for easy accessibility for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts, including the line dispensing devices, will maintain the material at the application temperature recommended by the pavement marking material manufacturer. The equipment shall have functioning and calibrated temperature sensing devices to verify these temperature requirements.



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The operator of the paint truck shall be fully trained and experienced in the application of pavement markings. The equipment shall have pressure gauges that are constantly visible to the operator at all times during the marking operations so that any fluctuations can be detected immediately.

The Contractor shall provide proof that the pressure sensing, temperature sensing devices and corresponding gauges have been calibrated and are fully functional.

4.3.18 Weather Conditions

The air and roadway surface temperature at the time of application shall not be less than 55° F and shall be rising. The wind chill factor shall not be below 55° F. The road surface shall be absolutely dry with no surface dampness, dew or subsurface wetness.

4.3.19 Dry Time

When applied at a temperature range recommended by the Manufacturer and applied at the specified thickness, the material shall set to bear traffic 1 1/2 to 3 minutes when the air and road surface temperature is approximately 75° F +/- 5° F.

4.4 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, long line ribbon extrusion or long line spray dispensing devices of the required shape and thickness to the prepared pavement surface at the locations specified on the work order. 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 marking configuration and thickness shall be as specified on the work order.

4.4.1 Materials

Compositional Requirements

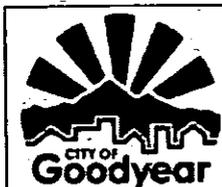
The thermoplastic reflectorized material shall consist of a 100% solid mixture of heat stable resins, white or yellow pigment, inter-mixed glass beads, filler, and other materials in granular or block form specifically compounded for reflectorized pavement markings to be applied to the pavement in a molten state. The characteristics of the liquefied material shall be such that complete and even coverage of specified width and thickness as a line, legend or symbol is provided by the required application method and rate. Upon cooling to normal pavement temperature, this material shall produce an adherent reflectorized marking capable of resisting deformation and wear in the roadway.

A current listing of approved thermoplastic material manufacturers is listed herein under Special Terms and Conditions, Paragraph 33, Brand Name or Equal.

4.4.2 Composition Makeup

The thermoplastic composition shall conform to the following requirements:

Component	Percent by Weight	
	White	Yellow
Binder (Hydrocarbon or Alkyd *)	18-28	18-28
White Pigment	10-15	--



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Yellow Pigment	—	2-8'
Reflective Glass Inter-Mix Beads	30-40	30-40
Calcium Carbonate or Equivalent Filler	20-42	24-45
*NOTE: hydrocarbon shall only be used for long line applications. Alkyd can be used for short or long line applications.		

The ingredients of the thermoplastic composition shall be thoroughly mixed and in a solid block or free flowing granular form. The material shall readily liquefy when heated in a melting apparatus into a uniform solution. This solution shall be free from all skins, dirt, foreign objects or any other ingredient which would cause bleeding, blotting, staining or discoloration when applied to the bituminous or concrete pavement surfaces.

The thermoplastic shall consist of one of the following binder types depending on the requirements of the pavement marking application:

- Hydrocarbon - shall consist mainly of synthetic petroleum hydrocarbon resins with appropriate fillers and pigments.
- Alkyd - shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature and high boiling point plasticizers. At least one-third of the binder composition and no less than eight percent by weight of the entire material formulation shall be solid maleic-modified glycerol ester resin. The alkyd binder shall not contain any petroleum based hydrocarbon resins.

Either alkyd or hydrocarbon thermoplastic formulation may be used for longitudinal lines, including lane lines and edge lines, unless otherwise required by the City. The formulation for these long line applications shall be either for spray or the ribbon extrusion application method. Additionally, the formulation used shall be in accordance with the requirements of the application equipment used to install the markings. Hydrocarbon binder based thermoplastic shall not be used for transverse lines, legends or symbols.

4.4.3 Reflective Glass Beads

The drop-on reflective glass beads shall conform to the requirements of Subsection 708-2.02 of the ADOT Standard Specifications except the bead coating shall be as recommended by the bead manufacturer as suitable for thermoplastic.

In addition to incorporating glass beads in the thermoplastic mix, glass beads shall be evenly applied (dropped on) to the surface of the molten material immediately after its application at a uniform minimum rate of 10 pounds of glass beads per 100 square feet of line or marking area (e.g. 300 linear feet of six inch line).

4.4.4 Filler

The filler shall be a white calcium carbonate or equivalent filler with a compressive strength of at least 5,000 pound per square inch.

4.4.5 White Pigment

The white pigment shall be Titanium dioxide and shall conform to the requirements of ASTM D-476 for Type II (92%). The white thermoplastic shall have a minimum of 10% by weight of Titanium dioxide.



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4.4.6 Yellow Pigment

The yellow pigment shall be as recommended by the manufacturer.

4.4.7 Physical Characteristics of the Composition

4.4.8 General

The thermoplastic material shall not give off fumes which are toxic, injurious or require specialized breathing apparatus when heated to the temperature range specified by the manufacturer for application. The material shall remain stable when held for four hours at this temperature, or when subjected to four reheatings, not exceeding a total of four hours; after cooling to ambient temperature. The temperature viscosity characteristics of the plastic material shall remain constant throughout the reheatings and shall show like characteristics from batch to batch. There shall be no obvious change in color of the thermoplastic material as a result of reheating, and the color of the material shall not vary from batch to batch.

4.4.9 Color

The thermoplastic material, after heating four (4) hours (+/- five (5) minutes) at 425° F (+/- 3°) and cooled to 77° F (+/- 3°) shall meet the following:

- White - daylight reflectance at 45° - 0° shall be 70% minimum.
- The color shall match Federal Test Standard Number 595, color chip no. 17925.
- Yellow - daylight reflectance at 45° - 0 shall be 43% minimum.
- The color shall match Federal Test Standard Number 595, color chip no. 13538.

4.4.10 Softening Point

After heating the thermoplastic material for four (4) hours (+/- five (5) minutes) at 425° F (+/- 3°) and testing in accordance with ASTM D36, the thermoplastic materials shall have a softening point of 215° F (+/- 15° F).

4.4.11 Water Absorption and Specific Gravity

The thermoplastic material shall not exceed 0.5% by weight of retained water when tested in accordance with the requirements of ASTM D 570.

The specific gravity of the material, as determined by Section 11 of AASHTO T 250, shall be between 1.85 and 2.3 maximum.

4.4.12 Impact Resistance

After heating the thermoplastic material for four (4) hours (+/- five minutes) at 425° F (+/- 3°) and forming test specimens, the impact resistance shall be not less than 10 inch pounds when tested in accordance with Section 9 of AASHTO T 250.

4.4.13 Bond Strength

After heating the thermoplastic material for four (4) hours (+/- five minutes) at 425° F (+/- 3°), the bond strength to Portland cement concrete shall be not less than 180 pounds per square inch. The bond

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strength shall be determined in accordance with the procedures specified in Section 7 of AASHTO T 250.

4.4.14 Abrasion Resistance

The maximum loss of thermoplastic material during the abrasion resistance test herein specified shall be 0.5 grams.

The abrasion resistance of the thermoplastic material shall be determined by forming a representative lot of the material at a thickness of 0.125 inch on a four inch square monel panel (thickness 0.050 = +/- 0.001 inch), on which a suitable primer has been previously applied, and subjecting it to 200 revolutions on a Taber Abraser at 25° C, using H-22 calibrated wheels weighted to 250 grams. The wearing surface shall be kept wet with distilled water throughout the test.

4.4.15 Cracking Resistance at Low Temperature

After heating the thermoplastic material for four (4) hours (+/- five minutes) at 425° F (+/- 3°), applying to concrete blocks, and cooling to 15° F (+/- 3°) the material shall show no cracks when observed from a distance exceeding 12 inches. Testing for low temperature crack resistance shall be in accordance with the procedures specified in Section 8 of AASHTO T 250.

4.4.16 Flowability

After heating the thermoplastic material for four (4) hours (+/- five minutes) at 425° F (+/- 3°) and testing for flowability in accordance with Section 6 of AASHTO T 250, the white thermoplastic shall have a maximum percent residue of 18 and the yellow thermoplastic shall have maximum percent residue of 21.

4.4.17 Yellowness Index

The white thermoplastic material shall not exceed a yellowness index 0.12 when tested in accordance with Section 4 of AASHTO T 250.

4.4.18 Flowability (Extended Heating)

After heating the thermoplastic material for eight (8) hours (+/- 1/2 hour) at 425° F (+/- 3°) with stirring the last six hours, and testing for flowability in accordance with Section 12 of AASHTO T 250, the thermoplastic shall have a maximum percent residue of 28.

4.4.19 Flash Point

The thermoplastic material shall have a flash point not less than 475° F when tested in accordance with the requirements of ASTM D92 "Flash and Fire Points by Cleveland Open Cup."

4.4.20 Storage Life

The materials shall meet the requirements of this specification for a period of one year from the date of manufacture. The month and year of manufacture shall be clearly marked on all packages of thermoplastic material. The thermoplastic must also melt uniformly with no evidence of skins or unmelted particles for this one year period. Any material which does not meet the above requirements, or which is no longer within this one year period at the time of application, shall not be used. The Contractor shall replace the outdated material with new at no additional cost to the City.



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4.4.21 Primer Sealers

The application of primer sealer on Portland cement concrete (PCC), hot mix asphaltic concrete (AC), asphaltic concrete friction course (ACFC) or chip seal coat surfaces prior to application of the thermoplastic material shall be as recommended by the thermoplastic material manufacturer. The primer sealer shall be especially compounded for use with the specified thermoplastic material. The contractor shall ensure that the primer sealer used has been approved for use by the thermoplastic manufacturer for use with their material.

The thermoplastic material supplied normally should not require the application of separate primer sealer on newly placed AC surfaces prior to application of the thermoplastic material. The application of primer sealer shall be required on all PCC surfaces after the removal of all curing compounds.

The use of waterborne pavement marking paint as a replacement to the application of primer sealer is not acceptable.

4.4.22 Inter-Mix Glass Beads

The inter-mix beads shall be coated or uncoated and conform to AASHTO M247-81 (1986) type I. The use or non-use of coatings shall be left to the discretion of the manufacturer. If non-coated beads are used the thermoplastic formulation shall be configured to minimize settling of the intermixed beads when the material is heated and applied.

4.4.23 Installation Requirements

- Thermoplastic Application Equipment

The equipment used to melt hot applied thermoplastic material shall be constructed to provide continuous uniform heating to temperatures exceeding 400° F while mixing and agitating the material. The heating mechanism of the kettle shall be equipped with a heat transfer medium consisting of oil or air. The burner flame must not directly contact the material vessel surface. The mixing and agitating mechanism shall be capable of thoroughly mixing the material at a rate which ensures constant uniform temperature distribution. The kettle shall have two temperature gauges, one to indicate the temperature of the heat transfer medium (oil or air) and the other for the thermoplastic material. Additionally, the kettle shall be equipped with an automatic thermostat control device that allows for positive temperature control to prevent overheating or under-heating of the material.

The conveying portion, between the kettle(s) and the dispensing device (extruder, ribbon gun or spray gun), and the dispensing device shall be configured to prevent accumulation, clogging and shall be capable of maintaining the material at the specified application temperature. The dispensing device shall be capable of applying the required marker shapes and thickness.

All melting and application equipment shall have functioning and calibrated temperature sensing devices to verify that temperature requirements are being met. The contractor shall provide proof that the temperature sensing devices and corresponding thermometers have been calibrated and are fully functional.

The use of pans, aprons or similar appliances which the dispenser overruns will not be permitted.



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The hand applicator equipment shall be either a self-contained melter applicator unit or a reservoir application unit that is filled from a separate melter unit. Both types of units shall be equipped to maintain and measure the required application temperatures.

The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters and the National Fire Protection Association and other applicable federal, state and local authorities.

In addition to the normal "ABC" dry chemical fire extinguishers, all thermoplastic melting units, trailer or trucks, shall be equipped with foam type fire extinguishers that are suitable to be applied to molten thermoplastic that is at the flash point. All work crews shall be provided with heat/flame resistant clothing, gloves, face and eye protection that shall be used when loading thermoplastic into heated melting kettles and is also available for emergencies. All crews shall be equipped with burn first aid kits.

- **Application of Thermoplastic**

Alkyd and hydrocarbon materials will fuse to one another on a pavement surface, however, these two thermoplastic formulations are incompatible in a melting kettle. Failure to completely clean out kettles during material change can cause severe equipment and marking application problems. The contractor shall completely clean out kettles and application equipment when materials are changed.

An alkyd thermoplastic formulation shall be used for all transverse lines (e.g. stop bars, crosswalks) symbols and legends. Either an alkyd or hydrocarbon thermoplastic formulation can be used for longitudinal lines (e.g. lane lines, edge lines, gore lines) unless otherwise specified on the Contract Work Order. Extrude or spray formulations shall be used per the application equipment used to install the markings.

The ribbon gun application method shall only be used if specifically called for and approved by the Streets/Traffic Superintendent.

When thermoplastic markings are to be applied to new PCC pavement, any curing compound present shall be removed by means of a high pressure water jet or sandblasting, followed up by sweeping and high pressure air spray. The curing compound shall be removed at least one to two inches more than the width of the marking to be installed to ensure proper adhesion and to allow for location deviations. Removal of curing compound shall be paid for separately.

The adhesion of thermoplastic to any surface is sensitive to the presence of any surface or subsurface moisture. If excessive moisture exists, the thermoplastic will usually blister up on application. If this condition occurs, marking operations shall be stopped until the pavement dries. The Contractor shall be responsible to test the pavement for surface or subsurface moisture.

The thermoplastic pavement marking material shall be hand cart extruded, ribbon extruded or sprayed on to the pavement surface at a material temperature range between 400° F to 460° F depending on ambient air and pavement temperatures and the pavement surface to which the material is being applied. The controlling thermoplastic material temperature shall be measured at

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the point the material is applied to the pavement surface. The contractor shall verify temperature requirements with a non-contact infrared thermometer as directed by the City.

The contractor shall maintain a log of kettle, line and applicator and point of application temperatures every thirty minutes while material is being applied. Temperature readings shall be witnessed by the City inspector if possible. The City may require temperature readings to be taken at shorter time intervals. Specified temperature requirements shall be maintained at all times.

The proper application temperature for applying thermoplastic (400° F plus) shall be maintained at all times. Improper application temperatures will result in bond failure. Exact application temperatures, within the allowed limits of 400° F and 460° F, shall be per the manufacturer's recommendations. Normally, those recommendations require thermoplastic material to be applied at 440° F +/- if the air and/or pavement surface temperature is at 50° F. If the pavement surface is at 77° F or higher the thermoplastic material may be applied at a lower temperature. Application on PCC pavement surfaces or over well adhered existing pavement markings shall exceed 425° F in order to maximize penetration and bond strength.

The resin binders used in alkyd and hydrocarbon thermoplastic materials increasingly degrade at temperatures of 450° F and above. It is allowable for the temperatures to exceed 460° F for short periods of time, however in no case shall the material be held for more than four hours at the maximum application temperature. Total heating time for any batch of material shall not exceed six hours. The contractor shall note the time in the application log when the thermoplastic material is first heated. The start of heat time shall also be marked on the side of the kettle to which it applies or in some equivalent fashion. The logged heating time shall be updated each time the kettle is reloaded.

The contractor shall minimize the thermoplastic material remaining in the kettle at the end of the work day and shall blend a minimum of 80% fresh material for the next day. It is allowable to inventory thermoplastic material in approved containers to draw down molten material due to bad weather or other problems.

- **Primer Sealer Application**

On both old and new PCC pavement a primer sealer may have to be used. The primer sealer shall be applied prior to placing the thermoplastic material to assure a satisfactory bond is achieved. The primer sealer shall be applied per the manufacturer's recommended application rates. The primer shall set for the specified cure or evaporation time and shall be free of solvent and water prior to thermoplastic being applied.

The primed pavement surface shall be marked within the specified set time or within the same working day. If the primed surfaces are not marked within these time limits, the Contractor at no additional cost to the City shall re-prime the surfaces as required by the manufacturer. If an epoxy primer is used, the thermoplastic application must occur before the epoxy has cured.

Improper primer sealer application will cause bond failure between the thermoplastic and the pavement surface. Improper application may also result in causing the thermoplastic surface to pinhole or blister. If this condition occurs, all application operations shall stop. All defective markings shall be removed and replaced at no additional cost to the City.



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4.4.24 Air and Pavement Temperature

The air and roadway surface temperature at the time of application of any thermoplastic marking shall not be less than 50° F and shall be rising. The wind chill factor shall not be below 45° F. Ribbon gun applications shall not be used if wind chill factors are below 65° F.

4.4.25 Drying Time

When applied at a temperature range of 412.5° F (+/- 12.5°) and thickness of 0.060 inches to .185 inches, the material shall set to bear traffic in not more than two minutes when the air and pavement surface temperature is approximately 90° F (+/- 3, degrees).

4.4.26 Thermoplastic Application Guidelines/Requirements

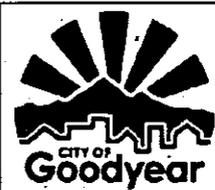
The applications of thermoplastic markings are to be as follows:

No.	Type of Thermoplastic Binder System and Marking Application	Thickness	Application Type	Surface Types	Bead Application (Glass Beads are per Subsection 708-2.02 of Std. Spec.)
1	Hydrocarbon or Alkyd, Long Lines	0.040 ± 0.002"	Spray	All surfaces	10 lbs. of glass beads per 100 square feet of markings
2	Hydrocarbon or Alkyd, Long Lines	0.080 ± 0.002"	Ribbon Extruded	All clean pavement surfaces or well adhered existing markings surfaces	10 lbs. of glass beads per 100 square feet of markings
3	Hydrocarbon or Alkyd, Long Lines	0.080 ± 0.002"	Ribbon Extruded	All surfaces	12 lbs. of glass beads (with premium small/large glass bead blend) per 100 square feet of markings
4	Alkyd, Short Lines	0.090 ± 0.002"	Hand Cart Extruded	All clean pavement surfaces or existing marking surfaces where 85% or more of existing markings have been removed	10 lbs. of glass beads per 100 square feet of markings
NOTES: (1) "Long lines" - lane lines, edgelines, 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					

4.5 PROFILE THERMOPLASTIC MARKINGS (PFTM)

Description

The work under the profile thermoplastic pavement marking installation items shall consist of cleaning, furnishing and applying the markings to the prepared pavement as required herein and in accordance with the manufacturers' specifications.



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4.5.1 Material Requirements

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 specified requirements of these specifications. Only those thermoplastic formulations that are specifically designed for use as a profile marking system that can be applied on an asphaltic roadway in the Arizona desert in the summer time are to be used. A current listing of approved profile thermoplastic material manufacturers is listed on the Arizona Department of Transportation Approved Products List.

The profile pavement markings will typically be placed over existing pavement markings. The starting and stopping points for the new lines over the existing lines shall not vary more than two (2) inches lengthwise and not more than 1/2 inch on the width.

Each material has its specific application temperature requirements. The material's manufacturer's recommendation regarding these temperatures shall be followed at all times.

The profile thermoplastic markings, after application to the roadway surface, shall be to the specified thickness within the following tolerances:

60 mil base line +/- 8 mils

500 mil bump (includes base line) +/- 80 mils

If the thickness and/or shape of the applied markings are not conforming to the requirements of the specifications within acceptable parameters, all marking operations shall stop. Corrective action shall immediately be taken (e.g. adjusting application speed and/or flow settings) to ensure that the proper thickness and shapes are being achieved.

The exact configuration of the thermoplastic bump shall be per the manufacturer's recommendations. However, as a minimum, the bump shall be at least 5-1/2 inches wide (on a six inch wide stripe) and not less than one inch long, parallel with the direction of vehicle travel. The nominal height of the bump shall always be one half inch. The bumps shall be placed at 16 inch (+/- 1) inch intervals as measured between the centers of the bumps, along the six inch wide profile edge or centerlines.

Applying thermoplastic at the proper application temperature (350 degrees F. plus) shall be maintained at all times. Improper application temperatures will result in bond failure. Exact application temperatures, within the allowed limits of 350 degrees F. and 460 degrees F., shall be per the manufacturer's recommendations. Total heating time for any batch of material shall not exceed six hours.

The no track and drying times shall be accounted for in all traffic control plans. Traffic shall not be allowed on any profile thermoplastic marking until it has reached no track and is fully dry (or cooled). No track and dry time is that lapsed time that is required for the markings, as applied in the field with glass beads, not to splash, track or deform when run over with a vehicle tire. The contractor will be responsible for all claims for markings splashed on vehicles arising from the contractors operations. Cones shall be utilized to protect the applied markings until they sufficiently dry to receive traffic.



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The profile of thermoplastic reflectorized pavement marking material shall consist of a 100% solid mixture of heat stable resins, white or yellow pigment, inter-mixed glass beads, filler, and other materials in granular or block form specifically compounded for as a profile type of pavement markings system. The characteristics of the molten liquefied material shall be such that complete and even coverage of specified width and thickness as a line with a raised-rib pattern (profile or bump) at the specified thickness, width and configuration can be consistently achieved within the given tolerances. Upon cooling to normal pavement temperature, this material shall produce an adherent reflectorized marking of the specified pattern that is capable of resisting deformation and wear by a roadway environment.

The profile pattern shall be such that it produces easily recognizable vibration and sound in vehicles as they drive over the applied markings at highway speeds. Only those profile thermoplastic products which have been specifically designed to operate as a longitudinal rumble strip system and have also been subjected to numerous road tests and have a proven history of successful performance shall be offered.

4.5.2 Composition Requirements

The profile thermoplastic composition shall generally conform to the following requirements:

	Percent by Weight	
	White	Yellow
Binder (hydrocarbon or alkyd)	15 min.	15 min.
White Pigment	8 min.	-----
Yellow Pigment	-----	2 min.
Reflective glass inter-mix beads	20 min.	20 min.

The ingredients of the thermoplastic composition shall be thoroughly mixed and in a solid block or free flowing granular form. The material shall readily liquefy when heated in a melting apparatus into a uniform solution. This solution shall be free from all skins, dirt, foreign objects or any other ingredient which would cause bleeding, staining, blotting, staining or discoloration when applied to the bituminous or concrete pavement surfaces..

4.5.3 Filler

The filler shall be a white calcium carbonate or equivalent filler with a compressive strength of at least 5,000 pound per square inch.

4.5.4 White Pigment

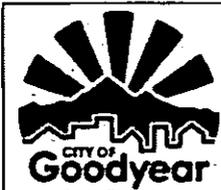
The white pigment shall be Titanium dioxide and shall conform to the requirements of ASTM D-476 for Type II (92 percent). The formulation shall have a minimum of 8% by weight of Titanium dioxide.

4.5.5 Yellow Pigment

The yellow pigment shall be as specified by the manufacturer.

4.5.6 Physical Characteristics of the Composition

The profile thermoplastic material shall not give off fumes which are toxic, injurious or require specialized breathing apparatus when heated to the temperature range specified by the manufacturer for application. The material shall remain stable when held for four hours at this temperature, or when subjected to four reheatings, not exceeding a total of four hours, after



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cooling to ambient temperature. The temperature viscosity characteristics of the plastic material shall remain constant throughout the reheatings and shall show like characteristics from batch to batch. There shall be no obvious change in color of the thermoplastic material as a result of reheating, and the color of the material shall not vary from batch to batch.

4.5.7 Color

The thermoplastic material, after heating for four hours +/- five minutes at 425 +/- 3 degrees F. and cooled to 77 +/- 3 degrees F., shall meet the following:

- White - daylight reflectance at 45 degrees - 0 degrees shall be 70 percent minimum.
- The color shall match Federal Test Standard Number 595, color chip no. 17925.
- Yellow - daylight reflectance at 45 degrees - 0 degrees shall be 43 percent minimum.
- The color shall match Federal Test Standard Number 595, color chip no. 13538.

4.5.8 Abrasion Resistance

The maximum loss of thermoplastic material during the abrasion resistance test herein specified shall be 0.5 grams.

The abrasion resistance of the thermoplastic material shall be determined by forming a representative lot of the material at a thickness of 0.125 inch on a four inch square monel panel (thickness 0.050 +/- 0.001 inch), on which a suitable primer has been previously applied, and subjecting it to 200 revolutions on a Taber Abraser at 25 degrees C., using H-22 calibrated wheels weighted to 250 grams. The wearing surface shall be kept wet with distilled water throughout the test.

4.5.9 Flash Point

The thermoplastic material shall have a flash point not less than 475 degrees F. when tested in accordance with the requirements of ASTM D92 "Flash and Fire Points by Cleveland Open Cup."

4.5.10 Inter-Mix Glass Beads

The inter-mix beads shall be coated or uncoated and conform to AASHTO M247-81 (1986) type I or other suitable specified glass bead. The use or non-use of coatings shall be left to the discretion of the manufacturer. If non-coated beads are used, the thermoplastic formulation shall be configured to minimize settling of the intermixed beads when the material is heated and applied.

4.5.11 Demonstration

The contractor shall verify to the City's satisfaction (e.g., test application), at a location off the project site the ability to place the profile thermoplastic material as specified before being allowed to place the markings on any mainline highway. The contractor shall be responsible for all preparatory and cleanup work in conjunction with the off-site verification as well as for the applications of the markings on the highway. The demonstration shall be repeated until the City is satisfied that the work can be done as specified. Only one color needs to be demonstrated.

4.5.12 Drop-On Reflective Glass Beads

In addition to incorporating glass beads in the thermoplastic mix, glass beads shall be evenly applied to the surface of the molten material immediately after its application at a uniform minimum rate of 10 pounds of glass beads per 100 square feet of line or marking area (e.g. 150 linear feet of four inch line). The glass bead shall conform to the applicable requirements of



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ADOT Standard Specification Subsection 708-2.02 unless a different type and gradation is recommended by the profile thermoplastic manufacturer.

4.6 Pavement Marking Removal And Surface Preparation (Pmr) Or (Sp)

4.6.1 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 Contract Work Order, 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. All areas that are obliterated will be sealed with an asphalt slurry seal per MAG Section 460.2 or approved equal. The markings to be removed shall be as detailed on the project work order.

4.6.2 Work Requirements

Painting or slurry sealing over existing pavement markings does not constitute obliteration. This includes the application of new permanent markings over existing markings designated to be removed. If the work order specifies removal, then all markings are to be removed and the surface cleaned prior to the application of new markings.

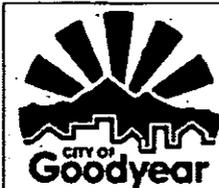
All obliteration and surface preparation shall be by an abrasive with a waterborne substance, air driven substance, or grinding method. No other method is acceptable. However, all obliteration and surface preparation methods used shall be in compliance with all federal, state and local safety and environmental 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 and sealed in a manner acceptable to the City at no additional cost to the City. Sealants will need to be approved by the Streets/Traffic Superintendent. 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 or water blasting shall not penetrate the pavement surface more than 1/8 inch. Grinding or water blasting of newly laid AR-ACFC or PCCP (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 state 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.



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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 work order 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. The application of primer and contact cement for preformed tape markings is incidental to those specific 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 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.

4.7 Pavement Markings Removal and Pavement Surface Appearance Blending

The Pavement Marking Removal item shall involve the removal and disposal of at least 95% of the pavement markings at the locations indicated by the City. This total removal effort may involve at least two separate processes. First, all of the existing pavement markings (thermoplastic, tape, paint, etc.) shall be completely taken off the pavement surface with a combination grinding and/or high pressure water or confined sand blaster that is specifically designed for pavement marking removal. The third step shall involve the sweeping, vacuuming and collecting all loose material and removing it from the roadway.

The Pavement Surface Appearance Blending item shall involve an effort by the contractor to blend the appearance of a pavement surface to eliminate the false image of pavement marking lines which were removed to allow for the repositioning of the traffic lanes. All of the traffic lanes which are in the areas where lane lines have been removed shall be subjected to this treatment. The total square foot of the pavement surface to be treated shall be as directed by the City. Initially it is anticipated that between two to three feet of pavement surface width on either side of a former lane line and all of the lateral gap distance between the lane lines will need to be treated. However, the final determination of the limits of treatment and the amount of "appearance blending" effort (how much high power water or sand blasting) that is needed to taper the "look of the pavement surface" back to what is acceptable from a traffic operations stand point cannot be finalized until it is actually done in the field and is inspected visually.

To minimize pavement damage the contractor shall exercise extreme care when removing markings. The removal method use shall not abrade or grind the pavement surface in a manner that permanently scars the pavement surface that would have a negative impact on the pavement or traffic operations. Grinding



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of the pavement marking surface initially, to loose the existing material up, is and acceptable method. Grinding to remove lines that run parallel to traffic is also generally acceptable. However, grinding shall not be the primary means to remove the existing pavement markings that are within the travel way, unless the markings are transverse (crosswalks, stop bars, legends and symbols). The use of high pressure water blaster which is specially designed for high production pavement marking removal shall be used. The contractor shall be responsible for all cost associated with repairing pavement surfaces damaged by their carelessness, error or improper removal techniques.

All removal and pavement surface performance blending methods shall be in compliance with the applicable federal state and local regulations: It is the contractor's responsibility to apply for any required permits.

After the markings have been removed and if authorized by the City the contractor shall begin an effort to blend the appearance of the pavement surface where the markings where removed to the appearance of the pavement surface in the traffic lane area. This pavement surface appearance blending shall be done to help ensure that the pavement surface of where the removed markings where does not leave enough of a ghost image to appear as lane line markings under certain seeing conditions.

Often during sun rising or setting driving conditions on east/west roadways, it is possible for the former locations of removed pavement markers and markings to appear as active lane or edge lines which are in fact in conflict with the actual pavement markings. To account for this possibility this "pavement appearance blending" item has been established. The intent of this item is to subject enough of the pavement surface on either side of the existing lane line which have just been removed with a surface abrasion treatment that sufficiently obscures the area where those markings where so they will no longer have the appearance that they are markings under all road user seeing conditions. This item is also intended to prepare and clean the pavement surface for the application of the new pavement markings.

If a high pressure water blaster pavement marking removal truck is used the following general criteria is anticipated: for pavement marking a narrow removal head with a vehicle velocity of two miles per hour or less applies; and for pavement surface appearance blending a narrow removal head at a slightly higher vehicle velocity than that used for removal or a wider removal head with a vehicle velocity of between two to three miles per hour applies. Additionally, for surface appearance blending, as the offset from where the existing markings where removed is increased, the velocity of the vehicle can increase, beyond the limits indicated, if such of a velocity is successful in tapering the surface appearance in a manner that is acceptable to the City.

It is anticipated the desired result can be achieved in one pass, however if this is not possible then additional passes can be effected at or above the velocities used for the first pass. Prior to starting the project the contractor shall, in the presence of the engineer, test this general criteria for effectiveness in achieving the desired end product. The end product being a pavement surface that is thoroughly clean and has an unpavement marked appearance under all anticipated driver seeing conditions. Based on the results of this test the criteria shall be adjusted as approved by the City. Additionally, these criteria can be adjusted again if during the project it is determine that it is necessary to change it achieve the desired end product as judged by the City.

It shall be the responsibility of the contractor to gather and provide for the disposal of all removed materials in approved landfills.

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The techniques and equipment used pavement marking removal and pavement surface appearance blending, and the end result shall be subjected to review and approval by the City.

4.8 Method of Measurement

The removal of the pavement markings will be measured by the linear foot along the center line of the existing pavement stripe made of either thermoplastic, tape, ceramic buttons, raised pavement markers or other pavement marking material based on the equivalent four inch width. The removal of the existing adhesive pad(s) in the gap between the existing ten foot lane lines shall be considered incidental to this item and will not be measured.

The pavement surface appearance blending will be measured by the square foot based on the area so treated and approved by the City.

5. WORK SCHEDULE

The Contractor shall provide the City with a Work Schedule. 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 Streets/Traffic Superintendent.

All work shall be performed during times requested by the Streets/Traffic Superintendent. No work will be performed on weekends or State holidays without prior approval by the Streets/Traffic Superintendent. All work hours and days will be subjected to restrictions that are established by the Streets/Traffic 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 (as applicable). 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 highway construction 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 Streets/Traffic Superintendent for review and approval.

The contractor shall be responsible for verifying quantities prior to the start of any project. All changes must be approved by the City prior to the start of work. Any changes to the quantities and/or scope encountered once the project begins shall be immediately brought to the attention of the City inspector. The changes must be reviewed and approved before any additional and/or new work is done. Any significant amount of extra or



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new work that is done beyond the approved Contract Work Order/Contract Purchase Order will not be eligible for payment, to include any associated traffic control.

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 Streets/Traffic 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 (c.g. overtime, equipment rental, traffic control, subcontractors) to the project that are 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 the items listed below. The following traffic restrictions are minimum requirements throughout the construction period:

- 6.1.1 All traffic restrictions listed herein are to supplement the City of Phoenix "Traffic Barricade Manual," and are not intended to delete any part of the manual. All reference in the "Traffic Barricade Manual" to "arterial" and/or "collector" streets shall mean "arterial and/or major arterial" streets and are referred to as "major" streets in the following sections.
- 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 until it has been graded reasonably smooth and is paved with a minimum of two (2) inches of asphalt. This shall be considered temporary pavement and shall be removed completely before proceeding with final surfacing.
- 6.1.5 The Contractor shall provide and maintain all necessary traffic controls, and must provide flashing arrow boards to protect and guide traffic for all work in the construction area.
- 6.1.6 Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two-hundred fifty (250) feet beyond the center of the intersected streets on all legs of the intersection.
- 6.1.7 The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If any signs interfere with construction, the Contractor shall notify the Inspector at least 48 hours in advance for City forces to remove said signs. The Contractor shall be responsible for having all temporary traffic control signs installed and maintained during construction. The Streets/Traffic Division will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete.



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6.1.8 Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route to at least one of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least twenty-four (24) hours in advance.

6.1.9 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 Engineer. During construction activities that do not restrict a major signalized intersection, police officer assisted traffic control is not required.

Measurement for payment of the uniformed off-duty Goodyear police officer hours will be made by the actual number of man-hours used for traffic control at signalized major intersections or as approved by the Streets and Traffic Superintendent.

Payment for the off-duty Goodyear police officer will be made at the City of Goodyear contract unit price bid per hour for OFF DUTY GOODYEAR POLICE OFFICER. 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. Contractor must fill out a request for off-duty police officer contract one week prior to the event.

6.1.10 The Contractor shall prepare a traffic control plan for applicable projects and submit it to the City Streets/Traffic Superintendent for review and approval at least seven (7) working days before the pre-construction conference. The traffic control plan shall include flashing arrow boards, barricades and signs, and shall address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the City Streets/Traffic Superintendent for approval at least seventy-two (72) hours before implementation.

6.1.11 It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, he must obtain approval from the City Streets/Traffic Superintendent twenty-four (24) hours prior to implementing a traffic control change. He must provide all the necessary signs to detour traffic and/or flagmen to control traffic for a single lane. The maximum amount of time that the street may be closed is from 9:00 a.m. until 4:00 p.m. The cost of the shadow vehicle will be included in the cost of the striping.

6.1.12 General Process

Before proceeding with the contract, the contractor will be required to develop typical traffic control plans and traffic control work item lists for each of the tasks necessary for the Pavement Marking Maintenance Project. These typical plans are to be submitted to Streets/Traffic Superintendent for review and approval. All traffic control and moving operations shall be per the Phoenix Barricade Manual, latest edition.

All striping and shadow vehicles, in moving striping operations, shall be equipped with large black on white regulatory signs which state "KEEP OFF THE STRIPE" and "NO PASSING". Black on orange warning signs stating "WET PAINT" shall be placed at a minimum of one mile



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intervals (\pm) throughout the restriping area. These signs shall be placed in both directions if the roadway is two-way.

6.1.13 Other Provisions

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

All traffic control situations are subject to the City's approval. The Streets/Traffic Superintendent or the inspector shall have final authority in traffic control matters:

The contractor shall notify the City inspector immediately prior to establishing traffic control which restricts or closes a traffic lane and immediately upon dismantling any restriction or closure. If a ramp or road closure is required, the traffic control plan must show a detour route.

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

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.

The contractor shall not store any traffic control devices within thirty (30) feet of the roadway.

A truck mounted attenuator shall be utilized in all operations which restricts or eliminates usage of a traffic lane. Attenuator position shall be shown on the Traffic Control Plan. The truck mounted attenuator shall conform to Standard Specification 701-3.07.

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 (if applicable). The use of temporary devices shall not extend beyond the anticipated length of work of one shift production.

All vehicles involved in the moving pavement marking operation shall have appropriate traffic warning signs attached. Sign legends and location of placement on each vehicle shall be included in the Moving Pavement Marking Operation Traffic Control Plan. No additional payment will be made for vehicle mounted signs.

If requested by the City, the contractor shall provide the services of an off-duty uniformed law enforcement officer and, if requested, an official law enforcement vehicle. All off-duty law enforcement personnel utilized under this contract must be certified by the Arizona Law Enforcement Officer Advisory Council (ALEOAC). An hourly item for law enforcement officer and law enforcement vehicle, excluding DPS Officers, has been established on the Fee Schedule.

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All traffic control devices are to be compliant with the applicable NCHRP-350 criteria per the dates mandated by the Federal Highway Administration (FHWA).

Retroreflective signs are required for all warning signs.

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. The use of a pointer bar, or "T" bar on long line equipment is prohibited.

A separate payment for flashing arrow panels on any vehicle shall not be considered for payment. The costs of all warning lights and panels on any vehicle shall be considered incidental to the appropriate item. All vehicles involved in a moving operation shall have flashing arrow panels unless approved otherwise by the City.

All vehicles involved in moving pavement marking work under traffic shall be equipped with self-contained flashing arrow panels.

Vehicles used on this project shall be equipped with amber rotating beacons or strobe lights. Rotating amber beacon lights shall be equal to code three, 6105 rectangular and/or 550 round for uniformity. All equipment shall be equipped with a backup alarm.

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 roadway 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



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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 Streets/Traffic 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 ON 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 City inspector of any breakdowns or intermittent malfunctions of equipment that may impact the application of the markings and compliance with this specification.

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.

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.

All bead dispenser outlets shall have enclosed wind shrouds or equivalent devices to direct the glass beads to the markings as they are dropped. The shroud may include an opening which faces the operator so that the flow rate of the glass beads can be monitored. The bottom of the shroud shall be mounted within two to three inches of the pavement surface and shall be configured to allow for even distribution of glass beads on the applied markings.

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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 the Daily Work and Quantities Report for each project. The Contractor shall keep logbooks as referenced in this section.

These reports may be modified at any time to meet the needs of 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 City 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 Contract Administrator or their 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.

11. **MOBILIZATION**

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

12. **CERTIFICATE OF COMPLIANCE**

The contractor, as a part of their offer, shall submit a Certificates of the materials to be used from the manufacturer, Calibrations sheets for all equipment to be used per this contract, and resumes of the on-site supervisors that will be utilized per this contract. Calibration sheets shall be kept with the vehicles at all times.

- 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. Preformed Tape Marking manufacturer's certification shall include their specifications, application requirement and a small three (3) foot sample of each tape being offered. It is acceptable to list primary and secondary sources of materials.
- b. Statement that all materials and equipment used shall conform to these specifications and generally accepted national practices. The use of non-conforming materials, application methods and/or equipment can be grounds for rejection of work and, if not corrected, suspension or cancellation of the contract.
- c. 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,

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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 and Quantities Report, Exhibit 1 will become the official record of work done on all projects.

- d. Resumes of all On-Site Supervisors and key personnel who will be managing and supervising the installation or removal of pavement markings. The resumes shall present clear and convincing evidence that key personnel have sufficient experience and training to properly manage and supervise the subject paint installation or removal activities. Only those persons submitted and approved per this certificate shall be used to supervise installations and/or removals per this contract. An approved On-Site Supervisor shall be present during all installation and removal activities. The installation or removal of paint markings without proper and/or ineffective supervision can be grounds for rejection of work and, if not corrected, suspension or cancellation of the contract.
- e. Certificate changes are allowable. If a change is necessary the contractor shall submit a revised certificate within 25 days of that change; or before a pavement marking maintenance project that the change will become effective on is done. Revised certificates shall be submitted to the RTE, inspector and the Contract Officer for review and approval. This certificate shall be reaffirmed, updated and resubmitted if the contract is renewed or extended.

13. WORK SCHEDULE AND PLAN

The contractor shall present and submit a possible preliminary work schedule and plan as described in Paragraph 5, Work Schedule.

14. TRAFFIC CONTROL

The contractor shall submit a copy of the Traffic Control Plan as described in Paragraph 6, Maintenance and Protection of Traffic. All traffic control plans are subject to review and approval by the City. Project traffic control plans will be submitted, reviewed and approved prior to work taking place.

15. CONTRACT WORK ORDER(S) AND FIELD REPORTING

The work order procedures and field reporting requirements will be reviewed and discussed.

15.1 Inspection

The City shall perform periodic inspections to ascertain contractor's compliance with contract requirements.

15.2 Work Acceptance

Work shall be completed in a responsible and professional manner and in accordance with the specifications, schedules, test plans or performance and operating standards; which are incorporated in the work assignment.

The Contract Administrator or Contract Administrator's representative shall notify the contractor, verbally and in writing of any deficiencies found within the contract limits.



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16. 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 Profile Thermoplastic Long Line Markings – Two (2) Years
- Thermoplastic Legend and Symbol Markings – a minimum of one year or the manufacturer's warranty period, whichever is longer.
- Profile Pavement Markings – Two (2) Years
- Preformed Short Line Tape – Two (2) Years

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.

END OF SCOPE OF WORK



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For the purposes of determining the lowest cost, the City will not take tax into consideration. However, bidders shall include all applicable state and local taxes on the tax line provided. The City will pay all applicable taxes.

Taxes must be listed as a separate item on all invoices. State applicable tax rate: _____ %

Quantities shown are for bidding purposes only and are not intended to indicate the actual quantities that may be required under this contract.

Traffic Control will be paid for via applicable Items herein specified

1. PAVEMENT MARKING INSTALLATION AND/OR REMOVAL

Category: Waterborne Paint Markings (WPM) Work Type: Long Line (LL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	WPM-LL-1	4" wide white line with Class I Paint & 8 pounds of std. beads	L. Ft.	\$	\$	\$
2	WPM-LL-2	4" wide yellow line Class I Paint & 8 pounds of std. beads	L. Ft.	\$	\$	\$
3	WPM-LL-3	Marking Layout	Hr.	\$	\$	\$

Category: Waterborne Paint Markings (WPM) Work Type: Short Line (SL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	WPM-SL-1	White Curb Painting With Glass Beads includes preparation of surface	Sq. Ft.	\$	\$	\$
2	WPM-SL-2	Yellow Curb Painting With Glass Beads includes preparation of surface.	Sq. Ft.	\$	\$	\$
3	WPM-SL-3	Single Head Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$	\$	\$
4	WPM-SL-4	Two Headed Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$	\$	\$
5	WPM-SL-5	Bike Lane Symbol (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$	\$	\$
6	WPM-SL-6	Single Letter Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$	\$	\$
7	WPM-SL-7	Marking Layout	Hr.	\$	\$	\$



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Category: Thermoplastic Markings (THM) Work Type: Long Line (Hydrocarbon) (LL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	THM-LL-1	4" Wide by 40 mil. Thick White Line (Spray)	L. Ft.	\$	\$	\$
2	THM-LL-2	4" Wide by 40 mil. Thick Yellow Line (Spray)	L. Ft.	\$	\$	\$
3	THM-LL-3	12" Wide by 40 mil. Thick White Line (Spray)	L. Ft.	\$	\$	\$
4	THM-LL-4	4" Wide by 80 mil. Thick White Line (Ribbon Extrusion)	L. Ft.	\$	\$	\$
5	THM-LL-5	4" Wide by 80 mil. Thick Yellow Line (Ribbon Extrusion)	L. Ft.	\$	\$	\$
6	THM-LL-6	6" Wide by 80 mil. Thick White Line (Ribbon Extrusion With Premium Bead Blend)	L. Ft.	\$	\$	\$
7	THM-LL-7	6" Wide by 80 mil. Thick Yellow Line (Ribbon Extrusion With Premium Bead Blend)	L. Ft.	\$	\$	\$
8	THM-LL-8	12" Wide by 80 mil. Thick White Line (Ribbon Extrusion)	L. Ft.	\$	\$	\$
9	THM-LL-9	Application of Primer/Sealer	L. Ft.	\$	\$	\$
10	THM-LL-10	Raised Pavement Markers	Ea.	\$	\$	\$
11	THM-LL-11	Marking Layout and Installation of Contractor Furnished Raised Marker Tabs, Per the MUTCD or Engineering Design Guidelines as directed by the City	Hr.	\$	\$	\$

Category: Thermoplastic Markings (THM) Work Type: Short Line (Alkyd Only) (SL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	THM-SL-1	6" Wide x 2' Line by 90 mil. Thick White Line	Ea.	\$	\$	\$
2	THM-SL-2	6" Wide by 60 mil. Thick White Line	L. Ft.	\$	\$	\$
3	THM-SL-3	12" Wide by 90 mil. Thick White Line	L. Ft.	\$	\$	\$
4	THM-SL-4	18" Wide by 90 mil. Thick White Line	L. Ft.	\$	\$	\$
5	THM-SL-5	90 Mil. Turn Lane Arrow Symbol	Ea.	\$	\$	\$
6	THM-SL-6	90 Mil. Straight Arrow Symbol	Ea.	\$	\$	\$
7	THM-SL-7	90 Mil. Combination Arrow Symbol	Ea.	\$	\$	\$
8	THM-SL-8	90 Mil. U-Turn Arrow Symbol	Ea.	\$	\$	\$
9	THM-SL-9	90 Mil. Lane Drop Arrow Symbol	Ea.	\$	\$	\$



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10	THM-SL-10	90 Mil. Bike Lane Symbol	Ea.	\$	\$	\$
11	THM-SL-11	90 Mil. Cross Street Symbol	Ea.	\$	\$	\$
12	THM-SL-12	Four Letter Legend (90 mil)	Ea.	\$	\$	\$
13	THM-SL-13	90 Mil Railroad Crossing Symbol	Ea.	\$	\$	\$
14	THM-SL-14	Single Letter Legend (90 mil)	Ea.	\$	\$	\$
15	THM-SL-15	Marking Layout	Hr.	\$	\$	\$
16	THM-SL-16	Application of Primer/Sealer for any Width Line	L. Ft.	\$	\$	\$
17	THM-SL-17	Application of Primer/Sealer for any Legend or Symbol	Ea.	\$	\$	\$

Category: Profile Thermoplastic Markings (PFTM)						
Work Type: Long Line (LL) Only						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	PFTM-LL-1	4" Wide White Profile Thermoplastic Pavement Marking	L. Ft.	N/A	\$	\$
2	PFTM-LL-2	4" Wide Yellow Profile Thermoplastic Pavement Marking	L. Ft.	N/A	\$	\$
3	PFTM-LL-3	Application of Primer/Sealer	L. Ft.	N/A	\$	\$
4	PFTM-LL-4	Marking Layout	Hr.	N/A	\$	\$

Note:

The minimum quantity of any profile thermoplastic marking project should be at least 50,000 linear feet. This material will only be used in short line configurations.

Category: Removals and Surface Preparation (PMR or SP)						
Work Type: Long Line (LL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	PMR-LL-1	Removal of PCCP cure compound for any width line	L. Ft.	\$	\$	\$
2	PMR-LL-2	Removal of PCCP cure compound for any symbol or legend	Ea.	\$	\$	\$
3	PMR-LL-3	4" To 6" Wide Thermoplastic/Tape Line on PCCP	L. Ft.	\$	\$	\$
4	PMR-LL-4	4" To 6" Wide Thermoplastic/Tape Line on AC	L. Ft.	\$	\$	\$
5	PMR-LL-5	4" To 6" Wide Paint Line on PCCP	L. Ft.	\$	\$	\$
6	PMR-LL-6	4" To 6" Wide Paint Line on AC	L. Ft.	\$	\$	\$
7	PMR-LL-7	4" To 6" Wide Epoxy Line on PCCP	L. Ft.	\$	\$	\$
8	PMR-LL-8	4" To 6" Wide Epoxy Line on AC	L. Ft.	\$	\$	\$



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9	PMR-LL-9	Pavement Surface Blending	Sq. Ft.	\$	\$	\$
10	PMR-LL-10	Surface Preparation 6" To 12" Wide Line	L. Ft.	\$	\$	\$
11	PMR-LL-11	Asphalt Slurry Seal Type II – Obliterated Road Marking Sealant (MAG Section 460.2)	Sq. Yd.	\$	\$	\$

Category: Removals and Surface Preparation (PMR or SP)
Work Type: Short Line (SL)

Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	PMR-SL-1	Removal of PCCP cure compound for any width line	L. Ft.	\$	\$	\$
2	PMR-SL-2	Removal of PCCP cure compound for any symbol or legend	Ea.	\$	\$	\$
3	PMR-SL-3	4" To 6" Wide Thermoplastic/Tape Line on PCCP	L. Ft.	\$	\$	\$
4	PMR-SL-4	4" To 6" Wide Thermoplastic/Tape Line on AC	L. Ft.	\$	\$	\$
5	PMR-SL-5	4" To 6" Wide Epoxy Line	L. Ft.	\$	\$	\$
6	PMR-SL-6	Thermoplastic/Tape/Epoxy Legend (1 Letter)	Ea.	\$	\$	\$
7	PMR-SL-7	Thermoplastic/Tape/Epoxy Symbol	Ea.	\$	\$	\$
8	PMR-SL-8	Painted Legend (1 Letter)	Ea.	\$	\$	\$
9	PMR-SL-9	Painted Symbol	Ea.	\$	\$	\$
10	PMR-SL-10	Surface Preparation 4" To 6" Wide Line	L. Ft.	\$	\$	\$
11	PMR-SL-11	Surface Preparation Symbol	Ea.	\$	\$	\$
12	PMR-SL-12	Surface Preparation Legend (1 Letter)	Ea.	\$	\$	\$
13	PMR-SL-13	Asphalt Slurry Seal Type II – Obliterated Road Marking Sealant (MAG Section 460.2)	Sq. Yd.	\$	\$	\$

Category: Traffic Control
Work Type: Any or all Work Types

Line No.	Item No.	Description	Unit	Unit Price
1	TC-1	Law Enforcement Officer with Vehicle	Hr.	\$



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2. Contractor Licensing Requirements:

Bid shall comply with all statutes and rules of the State of Arizona and Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1151, Bidder should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to submission of a bid. The Bidder certifies possession of the following license:

Licensed Contractor's Name: _____

Class: _____ Type: _____

License Number: _____ Expiration: _____

3. Delivery:

Bidder states that the item(s) will be delivered within _____ calendar days after receipt of order. This delivery schedule shall include any time for shipping.

4. Emergency Twenty-Four Hour Service Contact

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____



CITY OF GOODYEAR

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7834

Fee Schedule

The city will utilize the following pricing scenario as a means of determining the lowest responsive and responsible bidder. Please make sure that pricing listed below is the same price listed above in the fee schedule.

ITEM NO.	BID PRICING DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
WPM-LL-1	4" wide white line with Class I Paint & 8 pounds of std. beads	L. Ft.	1,000		
WPM-LL-3	Marking Layout	Hr.	40		
WPM-SL-3	Single Head Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	15		
THM-LL-4	4" Wide by 80 mil. Thick White Line (Ribbon Extrusion)	L. Ft.	1,000		
THM-SL-5	90 mil. Turn Arrow Symbol	Ea.	15		
PFTM-LL-4	Marking Layout	Hr.	20		
THM-SL-3	12" Wide by 90 mil. Thick White Line	L. Ft.	250		
PTM-LL-2	4" Wide Yellow Profile Thermoplastic Pavement Marking	L. Ft.	1,000		
PMR-LL-5	4" to 6" Wide Paint Line on PCCP	L. Ft.	500		
WPM-SL-1	Yellow Curb Painting With Glass Beads	Sq. Ft.	250		
Total					



CITY OF GOODYEAR

**EXHIBIT 1(SAMPLE)
Sample Daily Work Quantities Report**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

A. Date _____	Contract No. _____
Work Order No. _____	Contractor _____
Temperature at Start _____	Temperature at End _____

B. Type of Activities	Paint / Thermoplastic / Epoxy / Preformed Tape / Removal/Preparation		
Street Name.	From	to Street	Direction
_____	Street	_____	_____
_____	Street	to Street	Direction _____

Other Location Reference (cross streets, TIs) _____

C. Description of Work Done (edgeline, lane lines, centerlines, curbs, crosswalks, stop bars, legend, arrows):

D. Equipment Used (long line paint truck, hand cart, etc.):



CITY OF GOODYEAR

EXHIBIT 1(SAMPLE) Sample Daily Work Quantities Report

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

E. Materials Used:

Gallons of White Paint	_____	Manufacturer/Lot #	_____
Gallons of Yellow Paint	_____	Manufacturer/Lot #	_____
Type and Pounds of Glass Beads	_____	Manufacturer/Lot #	_____
50 lb Bags of White Thermo (Hydro)	_____	Manufacturer/Lot #	_____
50 lb Bags of Yellow Thermo (Hydro)	_____	Manufacturer/Lot #	_____
Type and Pounds of Glass Beads	_____	Manufacturer/Lot #	_____
50 lb Bags of White Thermo (Alkyd)	_____	Manufacturer/Lot #	_____
50 lb Bags of Yellow Thermo (Alkyd)	_____	Manufacturer/Lot #	_____
Linear Feet of PCCP Cure Removed	_____		_____
Gallons of Primer for Thermo Used	_____	Manufacturer/Lot #	_____
No. of Legend/Symbol PCCP Cure Removed	_____		_____
Gallons of Epoxy	_____	Manufacturer/Lot #	_____
Type and Pounds of Glass Beads	_____	Manufacturer/Lot #	_____
Long Line Tape Placed (SQ. FT.)	_____	Manufacturer/Lot #	_____
Gallons of Contact Cement Used	_____	Manufacturer/Lot #	_____
Gallons of Primer Used	_____	Manufacturer/Lot #	_____
Transverse Tape Placed (SQ. FT.)	_____	Manufacturer/Lot #	_____
Legends Placed (each)	_____	Manufacturer/Lot #	_____
Symbols Placed (each)	_____	Manufacturer/Lot #	_____
Other	_____	Manufacturer/Lot #	_____
Other	_____	Manufacturer/Lot #	_____
Other	_____	Manufacturer/Lot #	_____



CITY OF GOODYEAR

**EXHIBIT 1(SAMPLE)
Sample Daily Work Quantities Report**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

F: On-Roadway Quantity Calculations

No.	Item No.	Location Reference	Quantity References/Counter Reading/Calculations	Totals/Units.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

J. Comments:

Use additional sheets as necessary. Traffic Control is to be reported on a separate report.

Contractor Signature	_____	DATE
COG Inspector Signature	_____	DATE



CITY OF GOODYEAR

**EXHIBIT 2
References**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

Please list a minimum of three (3) references from clients similar to the City of Goodyear whom the City may contact:

1.	Company:	CITY OF CASA GRANDE		
	Contact:	PEDRO APODACA	Phone:	520-421-8625
	Address:	510 E. FLORENCE BLVD, CASA GRANDE, AZ 85122		
	Description of Work:	PAVEMENT MARKING MAINTENANCE		
	Annual Value:	\$ 500,000		
2.	Company:	FNF CONSTRUCTION		
	Contact:	MARTIN RAMIREZ	Phone:	480-377-9816
	Address:	115 S. 48TH STREET, TEMPE, AZ 85281		
	Description of Work:	HEAVY HIGHWAY & ARTERIAL STREETS PAVEMENT MARKING AND SIGNAGE		
	Annual Value:	\$ 750,000		
3.	Company:	CACTUS ASPHALT		
	Contact:	JEFF ABRAM	Phone:	602-377-5651
	Address:	8211 W. SHERMAN ST., TOLLESON, AZ 85353		
	Description of Work:	PAVEMENT MARKING		
	Annual Value:	\$ 1,200,000		

	Solicitation Amendment No. 1	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Solicitation No. 18-4140 Solicitation Due Date: 2/1/2018 Time: 3:00 pm (Arizona Time)	

Pavement Marking Services – Installation/Removal

Solicitation Amendment 1 is hereby issued as a result of questions received regarding the above mentioned solicitation.

Due Date has been changed to **February 1, 2018, at 3:00 pm (Arizona Time)**

CLARIFICATION:

Page 25, on Item #1, Delete.

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 on or about February 1, 2018. The Engineering Department desires to retain qualified contractor(s) for the supplying, installing and/or removing of paint, thermoplastic, and profile thermoplastic, as required, at various locations citywide as ordered by the City in accordance with these specifications and the provisions contained in this Invitation for Bid (IFB).

Replace with:

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 on or about March 1, 2018. The Engineering Department desires to retain qualified contractor(s) for the supplying, installing and/or removing of paint and thermoplastic, as required, at various locations citywide as ordered by the City in accordance with these specifications and the provisions contained in this Invitation for Bid (IFB).

Page 26 under item 4. Work details delete category number 3.

3. Profile thermoplastic Markings (PFTM)

Pages 45 to 49, delete item 4.5

4.5 PROFILE THERMOPLASTIC MARKINGS (PFTM)

Description

The work under the profile thermoplastic pavement marking installation items shall consist of cleaning, furnishing and applying the markings to the prepared pavement as required herein and in accordance with the manufacturers' specifications.

4.5.1 Material Requirements

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 specified requirements of these specifications. Only those thermoplastic formulations that are specifically designed for use as a profile marking system that can be applied on an asphaltic roadway in the Arizona desert in the summer time are to be used. A current listing of approved profile thermoplastic material manufacturers is listed on the Arizona Department of Transportation Approved Products List.

	Solicitation Amendment No. 1	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Solicitation No. 18-4140 Solicitation Due Date: 2/1/2018 Time: 3:00 pm (Arizona Time)	

The profile pavement markings will typically be placed over existing pavement markings. The starting and stopping points for the new lines over the existing lines shall not vary more than two (2) inches lengthwise and not more than 1/2 inch on the width.

Each material has its specific application temperature requirements. The material's manufacturer's recommendation regarding these temperatures shall be followed at all times.

The profile thermoplastic markings, after application to the roadway surface, shall be to the specified thickness within the following tolerances:

- 60 mil base line +/- 8 mils
- 500 mil bump (includes base line) +/- 80 mils

If the thickness and/or shape of the applied markings are not conforming to the requirements of the specifications within acceptable parameters, all marking operations shall stop. Corrective action shall immediately be taken (e.g. adjusting application speed and/or flow settings) to ensure that the proper thickness and shapes are being achieved.

The exact configuration of the thermoplastic bump shall be per the manufacturer's recommendations. However, as a minimum, the bump shall be at least 5-1/2 inches wide (on a six inch wide stripe) and not less than one inch long, parallel with the direction of vehicle travel. The nominal height of the bump shall always be one half inch. The bumps shall be placed at 16 inch (+/- 1) inch intervals as measured between the centers of the bumps, along the six inch wide profile edge or centerlines.

Applying thermoplastic at the proper application temperature (350 degrees F. plus) shall be maintained at all times. Improper application temperatures will result in bond failure. Exact application temperatures, within the allowed limits of 350 degrees F. and 460 degrees F., shall be per the manufacturer's recommendations. Total heating time for any batch of material shall not exceed six hours.

The no track and drying times shall be accounted for in all traffic control plans. Traffic shall not be allowed on any profile thermoplastic marking until it has reached no track and is fully dry (or cooled). No track and dry time is that lapsed time that is required for the markings, as applied in the field with glass beads, not to splash, track or deform when run over with a vehicle tire. The contractor will be responsible for all claims for markings splashed on vehicles arising from the contractor's operations. Cones shall be utilized to protect the applied markings until they sufficiently dry to receive traffic.

The profile of thermoplastic reflectorized pavement marking material shall consist of a 100% solid mixture of heat stable resins, white or yellow pigment, inter-mixed glass beads, filler, and other materials in granular or block form specifically compounded for as a profile type of pavement markings system. The characteristics of the molten liquefied material shall be such that complete and even coverage of specified width and thickness as a line with a raised-rib pattern (profile or bump) at the specified thickness, width and configuration can be consistently achieved within the given tolerances. Upon cooling to normal pavement temperature, this material shall produce an adherent reflectorized marking of the specified pattern that is capable of resisting deformation and wear by a roadway environment.

	Solicitation Amendment No. 1	Office of Procurement 190 N. Litchfield Road. P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Solicitation No. 18-4140 Solicitation Due Date: 2/1/2018 Time: 3:00 pm (Arizona Time)	

The profile pattern shall be such that it produces easily recognizable vibration and sound in vehicles as they drive over the applied markings at highway speeds. Only those profile thermoplastic products which have been specifically designed to operate as a longitudinal rumble strip system and have also been subjected to numerous road tests and have a proven history of successful performance shall be offered.

4.5.2 Composition Requirements

The profile thermoplastic composition shall generally conform to the following requirements:

	Percent by Weight	
	White	Yellow
Binder (hydrocarbon or alkyd)	15 min.	15 min.
White Pigment	8 min.	—
Yellow Pigment	—	2 min.
Reflective glass inter-mix beads	20 min.	20 min.

The ingredients of the thermoplastic composition shall be thoroughly mixed and in a solid block or free flowing granular form. The material shall readily liquefy when heated in a melting apparatus into a uniform solution. This solution shall be free from all skins, dirt, foreign objects or any other ingredient which would cause bleeding, staining, blotting, staining or discoloration when applied to the bituminous or concrete pavement surfaces.

4.5.3 Filler

The filler shall be a white calcium carbonate or equivalent filler with a compressive strength of at least 5,000 pound per square inch.

4.5.4 White Pigment

The white pigment shall be Titanium dioxide and shall conform to the requirements of ASTM D-476 for Type II (92 percent). The formulation shall have a minimum of 8% by weight of Titanium dioxide.

4.5.5 Yellow Pigment

The yellow pigment shall be as specified by the manufacturer.

4.5.6 Physical Characteristics of the Composition

The profile thermoplastic material shall not give off fumes which are toxic, injurious or require specialized breathing apparatus when heated to the temperature range specified by the manufacturer for application. The material shall remain stable when held for four hours at this temperature, or when subjected to four reheatings, not exceeding a total of four hours, after cooling to ambient temperature. The temperature viscosity characteristics of the plastic material shall remain constant throughout the reheatings and shall show like characteristics from batch to batch. There shall be no obvious change in color of the thermoplastic material as a result of reheating, and the color of the material shall not vary from batch to batch.

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4.5.7 Color

The thermoplastic material, after heating for four hours +/- five minutes at 425 +/- 3 degrees F and cooled to 77 +/- 3 degrees F., shall meet the following:

- White - daylight reflectance at 45 degrees - 0 degrees shall be 70 percent minimum.
- The color shall match Federal Test Standard Number 595, color chip no. 17925.
- Yellow - daylight reflectance at 45 degrees - 0 degrees shall be 43 percent minimum.
- The color shall match Federal Test Standard Number 595, color chip no. 13538.

4.5.8 Abrasion Resistance

The maximum loss of thermoplastic material during the abrasion resistance test herein specified shall be 0.5 grams.

The abrasion resistance of the thermoplastic material shall be determined by forming a representative lot of the material at a thickness of 0.125 inch on a four inch square monel panel (thickness 0.050 = +/- 0.001 inch), on which a suitable primer has been previously applied, and subjecting it to 200 revolutions on a Taber Abraser at 25 degrees C., using H-22 calibrated wheels weighted to 250 grams. The wearing surface shall be kept wet with distilled water throughout the test.

4.5.9 Flash Point

The thermoplastic material shall have a flash point not less than 475 degrees F. when tested in accordance with the requirements of ASTM D92 "Flash and Fire Points by Cleveland Open Cup."

4.5.10 Inter-Mix Glass Beads

The inter-mix beads shall be coated or uncoated and conform to AASHTO M247-81 (1986) type I or other suitable specified glass bead. The use or non-use of coatings shall be left to the discretion of the manufacturer. If non-coated beads are used, the thermoplastic formulation shall be configured to minimize settling of the intermixed beads when the material is heated and applied.

4.5.11 Demonstration

The contractor shall verify to the City's satisfaction (e.g., test application), at a location off the project site the ability to place the profile thermoplastic material as specified before being allowed to place the markings on any mainline highway. The contractor shall be responsible for all preparatory and cleanup work in conjunction with the off-site verification as well as for the applications of the markings on the highway. The demonstration shall be repeated until the City is satisfied that the work can be done as specified. Only one color needs to be demonstrated.

4.5.12 Drop-On Reflective Glass Beads

In addition to incorporating glass beads in the thermoplastic mix, glass beads shall be evenly applied to the surface of the molten material immediately after its application at a uniform minimum rate of 10 pounds of glass beads per 100 square feet of line or marking area (e.g. 150 linear feet of four inch line). The glass bead shall conform to the applicable requirements of ADOT Standard Specification Subsection 708-2.02 unless a different type and gradation is recommended by the profile thermoplastic manufacturer.

	Solicitation Amendment No. 1	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Solicitation No. 18-4140 Solicitation Due Date: 2/1/2018 Time: 3:00 pm (Arizona Time)	

Page 63 in the Fee Schedule, delete Category: Profile Thermoplastic markings (PFTM) Work Type: Long Line (LL) Only

Category: Profile Thermoplastic Markings (PFTM)
Work Type: Long Line (LL) Only

Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	PFTM-LL-1	4" Wide White Profile Thermoplastic Pavement Marking	L. Ft.	N/A	\$	\$
2	PFTM-LL-2	4" Wide Yellow Profile Thermoplastic Pavement Marking	L. Ft.	N/A	\$	\$
3	PFTM-LL-3	Application of Primer/Sealer	L. Ft.	N/A	\$	\$
4	PFTM-LL-4	Marking Layout	Hr.	N/A	\$	\$

Page 66 delete the following description above the pricing scenario:

The city will utilize the following pricing scenario as a means of determining the lowest responsive and responsible bidder. Please make sure that pricing listed below is the same price listed above in the fee schedule.

Replace with:

The city will utilize the following pricing scenario as a means of determining the lowest responsive and responsible bidder. Please make sure that pricing listed below is the same price listed above in the fee schedule. Level 1 pricing will be used for the purpose of this pricing scenario. **See Revised Fee Schedule**

QUESTIONS AND RESPONSES:

Question 1: Can Alkyd thermoplastic material be used for all thermoplastic markings? Hydrocarbon is currently uncommon.

Response 1: Yes, Alkyd thermoplastic can be used for all thermoplastic.

Question 2: A monetary minimum work order will be \$5,000.00? (Page 27)

Response 2: Yes, the minimum order will be over \$5,000.00

Question 3: Can items be submitted as "no bid" or must all items be bid?

Response 3: The bid will be awarded on "all or none" basis.

Question 4: All PMR items are removal or surface preparation items regardless of if they have the words remove or not correct?

Response 4: Correct, all PMR items are removal or surface preparation.

Question 5: Is there a minimum requirement for your asphalt slurry seal type II bid item? There were no bid specifications on this item.

Response 5: Type II slurry seal shall be provided per Section 715 of the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction.

	Solicitation Amendment No. 1	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Solicitation No. 18-4140 Solicitation Due Date: 2/1/2018 Time: 3:00 pm (Arizona Time)	

Question 6: Does the City intend to make the Law Enforcement Officer item a force account bid item since the City receives a reduced rate?

Response 6: The fee schedule will reflect the following changes:

Page 64, Category: Traffic Control, Delete:

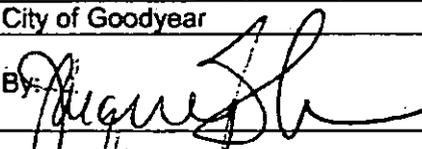
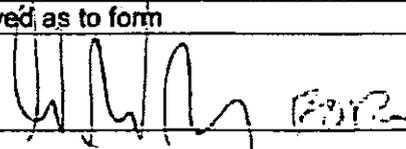
1	TC-1	Law Enforcement Officer with Vehicle	Hr.	\$
---	------	--------------------------------------	-----	----

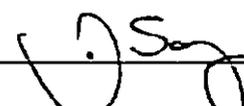
Replace with:

1	TC-1	Uniformed off-duty law enforcement officers with PD vehicles. (Goodyear Officers are preferred if available. Rate should be calculated at \$55.00 per hour.	Hr.	\$55.00
---	------	---	-----	---------

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

Procurement Officer: Dora Chavez

City of Goodyear	Approved as to form
By: 	By: 
Jacque Behrens, CPPB	Roric Massey, City Attorney

Acknowledgement by Contractor	
Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.	
Contractor Signature: 	Date: 1/30/18



CITY OF GOODYEAR

REVISED Fee Schedule

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7834

For the purposes of determining the lowest cost, the City will not take tax into consideration. However, bidders shall include all applicable state and local taxes on the tax line provided. The City will pay all applicable taxes.

Taxes must be listed as a separate item on all invoices. State applicable tax rate: _____ %

Quantities shown are for bidding purposes only and are not intended to indicate the actual quantities that may be required under this contract.

Traffic Control will be paid for via applicable items herein specified

I. PAVEMENT MARKING INSTALLATION AND/OR REMOVAL

Category: Waterborne Paint Markings (WPM)						
Work Type: Long Line (LL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	WPM-LL-1	4" wide white line with Class I Paint & 8 pounds of std. beads	L. Ft.	\$	\$	\$
2	WPM-LL-2	4" wide yellow line Class I Paint & 8 pounds of std. beads	L. Ft.	\$	\$	\$
3	WPM-LL-3	Marking Layout	Hr.	\$	\$	\$

Category: Waterborne Paint Markings (WPM)						
Work Type: Short-Line (SL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	WPM-SL-1	White Curb Painting With Glass Beads includes preparation of surface	Sq. Ft.	\$	\$	\$
2	WPM-SL-2	Yellow Curb Painting With Glass Beads includes preparation of surface.	Sq. Ft.	\$	\$	\$
3	WPM-SL-3	Single Head Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$	\$	\$
4	WPM-SL-4	Two Headed Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$	\$	\$
5	WPM-SL-5	Bike Lane Symbol (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$	\$	\$
6	WPM-SL-6	Single Letter Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$	\$	\$
7	WPM-SL-7	Marking Layout	Hr.	\$	\$	\$



CITY OF GOODYEAR

REVISED Fee Schedule

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7834

Category: Thermoplastic Markings (THM) Work Type: Short Line (Alkyd Only) (SL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	THM-SL-1	6" Wide x 2' Line by 90 mil. Thick White Line	Ea.	\$	\$	\$
2	THM-SL-2	6" Wide by 60 mil. Thick White Line	L. Ft.	\$	\$	\$
3	THM-SL-3	12" Wide by 90 mil. Thick White Line	L. Ft.	\$	\$	\$
4	THM-SL-4	18" Wide by 90 mil. Thick White Line	L. Ft.	\$	\$	\$
5	THM-SL-5	90 Mil. Turn-Lane Arrow Symbol	Ea.	\$	\$	\$
6	THM-SL-6	90 Mil. Straight Arrow Symbol	Ea.	\$	\$	\$
7	THM-SL-7	90 Mil. Combination Arrow Symbol	Ea.	\$	\$	\$
8	THM-SL-8	90 Mil. U-Turn Arrow Symbol	Ea.	\$	\$	\$
9	THM-SL-9	90 Mil. Lane Drop Arrow Symbol	Ea.	\$	\$	\$
10	THM-SL-10	90 Mil. Bike Lane Symbol	Ea.	\$	\$	\$
11	THM-SL-11	90 Mil. Cross Street Symbol	Ea.	\$	\$	\$
12	THM-SL-12	Four Letter Legend (90 mil)	Ea.	\$	\$	\$
13	THM-SL-13	90 Mil Railroad Crossing Symbol	Ea.	\$	\$	\$
14	THM-SL-14	Single Letter Legend (90 mil)	Ea.	\$	\$	\$
15	THM-SL-15	Marking Layout	Hr.	\$	\$	\$
16	THM-SL-16	Application of Primer/Sealer for any Width Line	L. Ft.	\$	\$	\$
17	THM-SL-17	Application of Primer/Sealer for any Legend or Symbol	Ea.	\$	\$	\$

Note:

The minimum quantity of any profile thermoplastic marking project should be at least 50,000 linear feet. This material will only be used in short line configurations.



CITY OF GOODYEAR

Office of Procurement
 190 N. Litchfield Road
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 Goodyear, AZ 85338
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REVISED Fee Schedule

Category: Removals and Surface Preparation (PMR or SP)						
Work Type: Long Line (LL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	PMR-LL-1	Removal of PCCP cure compound for any width line	L. Ft.	\$	\$	\$
2	PMR-LL-2	Removal of PCCP cure compound for any symbol or legend	Ea.	\$	\$	\$
3	PMR-LL-3	4" To 6" Wide Thermoplastic/Tape Line on PCCP	L. Ft.	\$	\$	\$
4	PMR-LL-4	4" To 6" Wide Thermoplastic/Tape Line on AC	L. Ft.	\$	\$	\$
5	PMR-LL-5	4" To 6" Wide Paint Line on PCCP	L. Ft.	\$	\$	\$
6	PMR-LL-6	4" To 6" Wide Paint Line on AC	L. Ft.	\$	\$	\$
7	PMR-LL-7	4" To 6" Wide Epoxy Line on PCCP	L. Ft.	\$	\$	\$
8	PMR-LL-8	4" To 6" Wide Epoxy Line on AC	L. Ft.	\$	\$	\$
9	PMR-LL-9	Pavement Surface Blending	Sq. Ft.	\$	\$	\$
10	PMR-LL-10	Surface Preparation 6" To 12" Wide Line	L. Ft.	\$	\$	\$
11	PMR-LL-11	Asphalt Slurry Seal Type II – Obliterated Road Marking Sealant (MAG Section 460.2)	Sq. Yd.	\$	\$	\$

Category: Removals and Surface Preparation (PMR or SP)						
Work Type: Short Line (SL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	PMR-SL-1	Removal of PCCP cure compound for any width line	L. Ft.	\$	\$	\$
2	PMR-SL-2	Removal of PCCP cure compound for any symbol or legend	Ea.	\$	\$	\$
3	PMR-SL-3	4" To 6" Wide Thermoplastic/Tape Line on PCCP	L. Ft.	\$	\$	\$
4	PMR-SL-4	4" To 6" Wide Thermoplastic/Tape Line on AC	L. Ft.	\$	\$	\$
5	PMR-SL-5	4" To 6" Wide Epoxy Line	L. Ft.	\$	\$	\$
6	PMR-SL-6	Thermoplastic/Tape/Epoxy Legend (1 Letter)	Ea.	\$	\$	\$
7	PMR-SL-7	Thermoplastic/Tape/Epoxy Symbol	Ea.	\$	\$	\$
8	PMR-SL-8	Painted Legend (1 Letter)	Ea.	\$	\$	\$
9	PMR-SL-9	Painted Symbol	Ea.	\$	\$	\$
10	PMR-SL-10	Surface Preparation 4" To 6" Wide Line	L. Ft.	\$	\$	\$

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	REVISED Fee Schedule	

11.	PMR-SL-11	Surface Preparation Symbol	Ea.	\$	\$	\$
12.	PMR-SL-12	Surface Preparation Legend (1 Letter)	Ea.	\$	\$	\$
13	PMR-SL-13	Asphalt Slurry Seal Type II – Obliterated Road Marking Sealant (MAG Section 460.2)	Sq. Yd.	\$	\$	\$

Category: Traffic Control Work Type: Any or all Work Types				
Line No.	Item No.	Description	Unit	Unit Price
1	TC-1	Law Enforcement Officer with Vehicle: Uniformed off-duty law enforcement officers with PD vehicles. (Goodyear Officers are preferred if available. Rate should be calculated at \$55.00 per hour.	Hr.	\$ 55.00

2. Contractor Licensing Requirements:

Bid shall comply with all statutes and rules of the State of Arizona and Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1151, Bidder should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to submission of a bid. The Bidder certifies possession of the following license:

Licensed Contractor's Name: _____

Class: _____ Type: _____

License Number: _____ Expiration: _____

3. Delivery:

Bidder states that the item(s) will be delivered within _____ calendar days after receipt of order. This delivery schedule shall include any time for shipping.

4. Emergency Twenty-Four Hour Service Contact

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____



CITY OF GOODYEAR

REVISED Fee Schedule

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

The city will utilize the following pricing scenario as a means of determining the lowest responsive and responsible bidder. Please make sure that pricing listed below is the same price listed above in the fee schedule. Level 1 pricing will be used for the purpose of this pricing scenario.

ITEM NO.	BID PRICING DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
WPM-LL-1	4" wide white line with Class I Paint & 8 pounds of std. beads	L. Ft.	1,000		
WPM-LL-3	Marking Layout	Hr.	40		
WPM-SL-3	Single Head Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	15		
THM-LL-4	4" Wide by 80 mil. Thick White Line (Ribbon Extrusion)	L. Ft.	1,000		
THM-SL-5	90 mil. Turn Arrow Symbol	Ea.	15		
PFTM-LL-4	Marking Layout	Hr.	20		
THM-SL-3	12" Wide by 90 mil. Thick White Line	L. Ft.	250		
THM-LL-11	Raised Pavement markers	Ea.	100		
PMR-LL-5	4" to 6" Wide Paint Line on PCCP	L. Ft.	500		
WPM-SL-1	Yellow Curb Painting With Glass Beads	Sq. Ft.	250		
Total					

	Solicitation Amendment No. 2	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Solicitation No. 18-4140 Solicitation Due Date: 2/1/2018 Time: 3:00 pm (Arizona Time)	

Pavement Marking Services – Installation/Removal

See attached REVISED Fee Schedule #2. Deletions were inadvertently made to the previous fee schedule.

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

Procurement Officer: Dora Chavez

City of Goodyear	Approved as to form
By:	By: <i>Sarah Chilton</i> ^{2/1}
Jacque Behrens, CPPB	Roric Massey, City Attorney

<u>Acknowledgement by Contractor</u>	
Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.	
Contractor Signature: <i>[Signature]</i>	Date: 1/30/18



CITY OF GOODYEAR

REVISED Fee Schedule #2

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7834

For the purposes of determining the lowest cost, the City will not take tax into consideration. However, bidders shall include all applicable state and local taxes on the tax line provided. The City will pay all applicable taxes.

Taxes must be listed as a separate item on all invoices. State applicable tax rate: 8.6 %

Quantities shown are for bidding purposes only and are not intended to indicate the actual quantities that may be required under this contract.

Traffic Control will be paid for via applicable Items herein specified

1. PAVEMENT MARKING INSTALLATION AND/OR REMOVAL

Category: Waterborne Paint Markings (WPM)						
Work Type: Long Line (LL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	WPM-LL-1	4" wide white line with Class I Paint & 8 pounds of std. beads	L. Ft.	\$.11	\$.11	\$.10
2	WPM-LL-2	4" wide yellow line Class I Paint & 8 pounds of std. beads	L. Ft.	\$.11	\$.11	\$.10
3	WPM-LL-3	Marking Layout	Hr.	\$ 125.00	\$ 125.00	\$ 125.00

Category: Waterborne Paint Markings (WPM)						
Work Type: Short Line (SL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	WPM-SL-1	White Curb Painting With Glass Beads includes preparation of surface	Sq. Ft.	\$ 2.50	\$ 2.50	\$ 2.50
2	WPM-SL-2	Yellow Curb Painting With Glass Beads includes preparation of surface.	Sq. Ft.	\$ 2.50	\$ 2.50	\$ 2.50
3	WPM-SL-3	Single Head Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$ 30.00	\$ 30.00	\$ 30.00
4	WPM-SL-4	Two Headed Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$ 75.00	\$ 75.00	\$ 75.00
5	WPM-SL-5	Bike Lane Symbol (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$ 75.00	\$ 75.00	\$ 75.00
6	WPM-SL-6	Single Letter Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	\$ 10.00	\$ 10.00	\$ 10.00
7	WPM-SL-7	Marking Layout	Hr.	\$ 125.00	\$ 125.00	\$ 125.00



CITY OF GOODYEAR

REVISED Fee Schedule #2

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7834

Category: Thermoplastic Markings (THM)						
Work Type: Long Line (Alkyd) (LL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	THM-LL-1	4" Wide by 40 mil. Thick White Line (Spray)	L. Ft.	\$.28	\$.28	\$.28
2	THM-LL-2	4" Wide by 40 mil. Thick Yellow Line (Spray)	L. Ft.	\$.28	\$.28	\$.28
3	THM-LL-3	12" Wide by 40 mil. Thick White Line (Spray)	L. Ft.	\$.95	\$.95	\$.95
4	THM-LL-4	4" Wide by 80 mil. Thick White Line (Ribbon Extrusion)	L. Ft.	\$.36	\$.36	\$.34
5	THM-LL-5	4" Wide by 80 mil. Thick Yellow Line (Ribbon Extrusion)	L. Ft.	\$.36	\$.36	\$.34
6	THM-LL-6	6" Wide by 80 mil. Thick White Line (Ribbon Extrusion With Premium Bead Blend)	L. Ft.	\$.54	\$.54	\$.50
7	THM-LL-7	6" Wide by 80 mil. Thick Yellow Line (Ribbon Extrusion With Premium Bead Blend)	L. Ft.	\$.54	\$.54	\$.50
8	THM-LL-8	12" Wide by 80 mil. Thick White Line (Ribbon Extrusion)	L. Ft.	\$.84	\$.84	\$.80
9	THM-LL-9	Application of Primer/Sealer	L. Ft.	\$.16	\$.16	\$.16
10	THM-LL-10	Raised Pavement Markers	Ea.	\$ 2.75	\$ 2.75	\$ 2.75
11	THM-LL-11	Marking Layout and Installation of Contractor Furnished Raised Marker Tabs, Per the MUTCD or Engineering Design Guidelines as directed by the City	Hr.	\$ 300.00	\$ 300.00	\$ 300.00

Category: Thermoplastic Markings (THM)						
Work Type: Short Line (Alkyd Only) (SL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	THM-SL-1	6" Wide x 2' Line by 90 mil. Thick White Line	Ea.	\$.60	\$.60	\$.55
2	THM-SL-2	6" Wide by 60 mil. Thick White Line	L. Ft.	\$.45	\$.45	\$.42
3	THM-SL-3	12" Wide by 90 mil. Thick White Line	L. Ft.	\$.95	\$.95	\$.95
4	THM-SL-4	18" Wide by 90 mil. Thick White Line	L. Ft.	\$ 1.75	\$ 1.75	\$ 1.50
5	THM-SL-5	90 Mil. Turn Lane Arrow Symbol	Ea.	\$ 110.00	\$ 110.00	\$ 100.00
6	THM-SL-6	90 Mil. Straight Arrow Symbol	Ea.	\$ 110.00	\$ 110.00	\$ 100.00
7	THM-SL-7	90 Mil. Combination Arrow Symbol	Ea.	\$ 175.00	\$ 175.00	\$ 150.00
8	THM-SL-8	90 Mil. U-Turn Arrow Symbol	Ea.	\$ 175.00	\$ 175.00	\$ 175.00
9	THM-SL-9	90 Mil. Lane Drop Arrow Symbol	Ea.	\$ 195.00	\$ 195.00	\$ 195.00
10	THM-SL-10	90 Mil. Bike Lane Symbol	Ea.	\$ 175.00	\$ 175.00	\$ 150.00



CITY OF GOODYEAR

REVISED Fee Schedule #2

Office of Procurement
 190 N. Litchfield Road
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11	THM-SL-11	90 Mil. Cross Street Symbol	Ea.	\$ 150.00	\$ 150.00	\$ 150.00
12	THM-SL-12	Four Letter Legend (90 mil)	Ea.	\$ 150.00	\$ 150.00	\$ 130.00
13	THM-SL-13	90 Mil Railroad Crossing Symbol	Ea.	\$ 195.00	\$ 195.00	\$ 195.00
14	THM-SL-14	Single Letter Legend (90 mil)	Ea.	\$ 50.00	\$ 50.00	\$ 40.00
15	THM-SL-15	Marking Layout:	Hr.	\$ 125.00	\$ 125.00	\$ 125.00
16	THM-SL-16	Application of Primer/Sealer for any Width Line	L. Ft.	\$.16	\$.16	\$.16
17	THM-SL-17	Application of Primer/Sealer for any Legend or Symbol	Ea.	\$ 25.00	\$ 25.00	\$ 25.00

Note:

The minimum quantity of any profile thermoplastic marking project should be at least 50,000 linear feet. This material will only be used in short line configurations.

Category: Removals and Surface Preparation (PMR or SP)						
Work Type: Long Line (LL)						
Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	PMR-LL-1	Removal of PCCP cure compound for any width line	L. Ft.	\$.40	\$.40	\$.40
2	PMR-LL-2	Removal of PCCP cure compound for any symbol or legend	Ea.	\$ 25.00	\$ 25.00	\$ 25.00
3	PMR-LL-3	4" To 6" Wide Thermoplastic/Tape Line on PCCP	L. Ft.	\$.45	\$.45	\$.40
4	PMR-LL-4	4" To 6" Wide Thermoplastic/Tape Line on AC	L. Ft.	\$.45	\$.45	\$.40
5	PMR-LL-5	4" To 6" Wide Paint Line on PCCP	L. Ft.	\$.38	\$.38	\$.36
6	PMR-LL-6	4" To 6" Wide Paint Line on AC	L. Ft.	\$.38	\$.38	\$.36
7	PMR-LL-7	4" To 6" Wide Epoxy Line on PCCP	L. Ft.	\$.45	\$.45	\$.40
8	PMR-LL-8	4" To 6" Wide Epoxy Line on AC	L. Ft.	\$.45	\$.45	\$.40
9	PMR-LL-9	Pavement Surface Blending	Sq. Ft.	\$ 15.00	\$ 15.00	\$ 15.00
10	PMR-LL-10	Surface Preparation 6" To 12" Wide Line	L. Ft.	\$ 5.00	\$ 5.00	\$ 5.00
11	PMR-LL-11	Asphalt Slurry Seal Type II - Obliterated Road Marking Sealant (MAG Section 460.2)	Sq. Yd.	\$ 150.00	\$ 150.00	\$ 150.00



CITY OF GOODYEAR

REVISED Fee Schedule #2

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7834

Category: Removals and Surface Preparation (PMR or SP)
Work Type: Short Line (SL)

Line No.	Item No.	Description	Unit	Level I	Level II	Level III
1	PMR-SL-1	Removal of PCCP cure compound for any width line	L. Ft.	\$.40	\$.40	\$.40
2	PMR-SL-2	Removal of PCCP cure compound for any symbol or legend	Ea.	\$ 25.00	\$ 25.00	\$ 25.00
3	PMR-SL-3	4" To 6" Wide Thermoplastic/Tape Line on PCCP	L. Ft.	\$.45	\$.45	\$.40
4	PMR-SL-4	4" To 6" Wide Thermoplastic/Tape Line on AC	L. Ft.	\$.45	\$.45	\$.40
5	PMR-SL-5	4" To 6" Wide Epoxy Line	L. Ft.	\$.45	\$.45	\$.40
6	PMR-SL-6	Thermoplastic/Tape/Epoxy Legend (1 Letter)	Ea.	\$ 25.00	\$ 25.00	\$ 25.00
7	PMR-SL-7	Thermoplastic/Tape/Epoxy Symbol	Ea.	\$ 50.00	\$ 50.00	\$ 50.00
8	PMR-SL-8	Painted Legend (1 Letter)	Ea.	\$ 20.00	\$ 20.00	\$ 20.00
9	PMR-SL-9	Painted Symbol	Ea.	\$ 50.00	\$ 50.00	\$ 50.00
10	PMR-SL-10	Surface Preparation 4" To 6" Wide Line	L. Ft.	\$ 5.00	\$ 5.00	\$ 5.00
11	PMR-SL-11	Surface Preparation Symbol	Ea.	\$ 125.00	\$ 125.00	\$ 125.00
12	PMR-SL-12	Surface Preparation Legend (1 Letter)	Ea.	\$ 50.00	\$ 50.00	\$ 50.00
13	PMR-SL-13	Asphalt Slurry Seal Type II - Obliterated Road Marking Sealant (MAG Section 460.2)	Sq. Yd.	\$ 150.00	\$ 150.00	\$ 150.00

Category: Traffic Control
Work Type: Any or all Work Types

Line No.	Item No.	Description	Unit	Unit Price
1	TC-1	Law Enforcement Officer with Vehicle: Uniformed off-duty law enforcement officers with PD vehicles. (Goodyear Officers are preferred if available. Rate should be calculated at \$55.00 per hour.	Hr.	\$ 55.00



CITY OF GOODYEAR

REVISED Fee Schedule #2

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

2. **Contractor Licensing Requirements:**

Bid shall comply with all statutes and rules of the State of Arizona and Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1151, Bidder should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to submission of a bid. The Bidder certifies possession of the following license:

Licensed Contractor's Name: SUNLINE CONTRACTING, LLC

Class: KE Type: DUAL

License Number: 254708 Expiration: 4/30/2019

3. **Delivery:**

Bidder states that the item(s) will be delivered within 14 calendar days after receipt of order. This delivery schedule shall include any time for shipping.

4. **Emergency Twenty-Four Hour Service Contact**

Name: DON COE

Telephone Number: 623-910-2040

Alternate Contact: 602-442-9371 / JEFF SAMPY

Telephone Number: 602-769-5076



CITY OF GOODYEAR

REVISED Fee Schedule #2

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7834

The city will utilize the following pricing scenario as a means of determining the lowest responsive and responsible bidder. Please make sure that pricing listed below is the same price listed above in the fee schedule. Level 1 pricing will be used for the purpose of this pricing scenario.

ITEM NO.	BID PRICING DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
WPM-LL-1	4" wide white line with Class I Paint & 8 pounds of std. beads	L. Ft.	1,000	\$.11	\$ 110.00
WPM-LL-3	Marking Layout	Hr.	40	\$125.00	\$5,000.00
WPM-SL-3	Single Head Arrow Legend (15 wet mils, Class I Paint with 8 pounds per gallon of beads)	Ea.	15	\$30.00	\$450.00
THM-LL-4	4" Wide by 80 mil. Thick White Line (Ribbon Extrusion)	L. Ft.	1,000	\$.36	\$360.00
THM-SL-5	90 mil. Turn Arrow Symbol	Ea.	15	\$110.00	\$1,650.00
THM-SL-3	12" Wide by 90 mil. Thick White Line	L. Ft.	250	\$.95	\$237.50
THM-LL-11	Raised Pavement markers	Ea.	100	\$2.75	\$275.00
PMR-LL-5	.4" to 6" Wide Paint Line on PCCP	L. Ft.	500	\$.38	\$190.00
WPM-SL-1	Yellow Curb Painting With Glass Beads	Sq. Ft.	250	\$2.50	\$625.00
Total					\$8,897.50



American Traffic Products, Inc.

TRAFFIC PAINT CERTIFICATION

WE CERTIFY THAT THE LATEX TRAFFIC PAINT SERIES #180A AZ SPEC, TYPE I MEETS THE PERFORMANCE REQUIREMENTS OF THE ADOT SPECIFICATIONS FOR TRAFFIC PAINT AND MEETS PERFORMANCE STANDARDS OF FEDERAL SPECIFICATION TT-9-1952E, TYPE II.

CUSTOMER: Sunline Contracting, Inc

INVOICE DATE: 11/14/17

INVOICE #: A2989

JOB:

COLOR: White & Yellow

PRODUCT #: 180AT & 186AT

BATCH #: QG10147 (Y), RCP1711Y0011 (Y), QG10145 (W)

GALLONS RECEIVED: 1000 (Y) & 500 (W)

DATE OF MANUFACTURE: 2017

The undersigned has the legal authority to bind American Traffic Products Inc. for the purpose of this certification.

SIGNED: _____

DATE: 11-16-17

JASON UHRINYAK, REGIONAL SALES MANAGER



American Traffic Products, Inc.

TRAFFIC PAINT CERTIFICATION

WE CERTIFY THAT THE LATEX TRAFFIC PAINT SERIES #180A AZ SPEC, TYPE I MEETS THE PERFORMANCE REQUIREMENTS OF THE ADOT SPECIFICATIONS FOR TRAFFIC PAINT AND MEETS PERFORMANCE STANDARDS OF FEDERAL SPECIFICATION TT-9-1952E, TYPE II.

CUSTOMER: Sunline Contracting, Inc

INVOICE DATE: 11/14/17

INVOICE #: A2989

JOB:

COLOR: White & Yellow

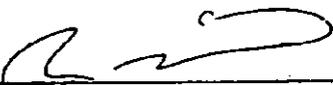
PRODUCT #: 180AT & 186AT

BATCH #: QG10147 (Y), RCP1711Y0011 (Y), QG10145 (W)

GALLONS RECEIVED: 1000 (Y) & 500 (W)

DATE OF MANUFACTURE: 2017

The undersigned has the legal authority to bind American Traffic Products Inc. for the purpose of this certification.

SIGNED:  DATE: 11-16-17
JASON UHRINYAK, REGIONAL SALES MANAGER



CERTIFIED TEST REPORT

Re: Certification, Yellow Leadfree Alkyd Thermoplastic

Formulation Code:

885260 Y1E-5GSX-AZ

Batch Numbers:

CT1712Y4319

Quantity:

44,000 lbs.

Date:

12/5/2017

<u>Item</u>	<u>Required</u>	<u>Found</u>
<u>Composition</u>		
Binder(%)	20 Min	22.28
Glass Beads(%)	30-45	30.7
Calcium Carbonate(%)	25-45	38.6

Physical Characteristics after 4 hours @ 425°F

Daylight Reflectance	43 Min	47.82
Color	Match Fed, #595, No. 13538	Pass
Specific Gravity	1.85-2.15	1.98
Softening Point	200-230°F	222.8

Intermix Glass Beads- meet the specifications for AASHTO M 247 as determined from the bead manufacturer's certification.

CERTIFICATION: I, the undersigned, have legal authority to bind Ennis-Flint, the manufacturer, to Arizona DOT Section 704.

Crystal Lock

Signature

Crystal Lock

Quality Assurance Rep.

Qc Technician

Title



CERTIFIED TEST REPORT

Re: Certification, White Alkyd Thermoplastic

Formulation Code:

885250 W5E-5GSX-AZ

Batch Numbers:

CT1712W4398

Quantity:

44,000 lbs.

Date:

12/27/2017

<u>Item</u>	<u>Required</u>	<u>Found</u>
<u>Composition</u>		
Binder(%)	20 Min	20.47
TiO2(%)	10 Min	10.2
Glass Beads(%)	30-45	30.7
Calcium Carbonate(%)	25-45	38.6

Physical Characteristics after 4 hours @ 425°F

Daylight Reflectance	75 Min	79.66
Yellowness Index	0.12	0.08
Specific Gravity	1.85-2.15	1.99
Softening Point	200-230°F	209.6

Intermix Glass Beads- meet the specifications for AASHTO M 247 as determined from the bead manufacturer's certification.

CERTIFICATION: I, the undersigned, have legal authority to bind Ennis-Flint, the manufacturer, to Arizona DOT Section 704.

Crystal Lock

Signature

Crystal Lock

Representative

QC Technician

Title



Corporate Office:
 115 Todd Court
 Thomasville, NC 27360
 Phone: 336.475.6600
 Toll Free: 800.332.8218
 sales@ennisflint.com
 www.ennisflint.com

January 16, 2018

American Traffic Products
 1450 N Fitzgerald Avenue
 Rialto, CA 92376

Order No: 00105133
 Purchase Order No: P17-7763
 Part No: C80FH ERY 2 Way Marker Red/Yellow
 Quantity: 1,000
 Lot No: 25CG201
 Date of Manufacture: March 2017
 Certification State: CA

To Whom it May Concern:

We certify that for the State of California, these markers have been inspected conform to the State of California, Department of Transportation Standard Specifications 85-1.02C dated 2010 and Section 81-3.02C dated 2015.

We certify that the Stimsonite pavement markers furnished against the subject order and for the subject State were manufactured in USA at our facility in Thomasville, NC. They have been inspected and found to be in compliance with our product specification for Model C80FH markers and the aforementioned State's pavement marker specifications.

We certify that the reflector body is molded of acrylonitrile-butadiene-styrene and the reflective lens is molded of polymethyl methacrylate conforming to ASTM D788, Grade 8. The markers conform to ASTM Specification D4280.

We certify that, after abrasion procedure, the specific intensity of each reflective surface at 0.2 degree angle of divergence meets or exceeds the following values:

SPECIFIC INTENSITY

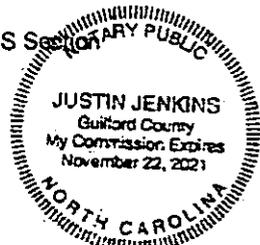
	Clear	Yellow	Red	Green	Blue
0 degree incidence angle	3.0	1.5	0.75	1.0	0.30
20 degree incidence angle	1.2	0.60	0.30	0.4	0.12

We certify that the markers meet Specific Intensity 1 year after placement per Caltrans SS Section 81-3.02C.

Sincerely,

Tasha Benson

Tasha Benson
 Quality Assurance
 Ennis-Flint.



State of NC, County of Guilford
 Signed before me on this 16th day
 of Jan 18 by Tasha Benson
 Notary Public Justin Jenkins
 MCE: November 22, 2021



Corporate Office:
 2570 West 10th St
 Durham, NC 27709
 Phone: 336.475.6600
 Toll Free: 800.332.6115
 sales@ennis-flint.com
 www.ennis-flint.com

July 11, 2017

American Traffic Prod, Inc.,
 P O, Box 310215
 Fontana, CA 92331

Order No. 00095299
 Project:
 Purchase Order No: P17-7450
 Part No: C80FHRY 2 Way Marker Red/Yellow
 Quantity: 24,000
 Lot No: 27CG101
 Certification State: CA

To Whom it May Concern:

We certify that for the State of California, these markers have been inspected conform to the State of California, Department of Transportation Standard Specifications Section 81-1.02C dated 2015.

We certify that the Samsprite pavement markers furnished against the subject order and for the subject State were manufactured in USA at our facility in Thomasville, NC. They have been inspected and found to be in compliance with our product specification for Model C80FH markers and the aforementioned State's pavement marker specifications.

We certify that the reflector body is molded of acrylonitrile-butadiene-styrene and the reflective lens is molded of polymethyl methacrylate conforming to ASTM D788, Grade 3. The markers conform to ASTM Specification D4280.

We certify that, after abrasion procedure, the specific intensity of each reflective surface at 0.2 degree angle of divergence meets or exceeds the following values:

SPECIFIC INTENSITY

	Clear	Yellow	Red	Green	Blue
0 degree incidence angle	3.0	1.5	0.75	1.0	0.30
20 degree incidence angle	1.2	0.60	0.30	0.4	0.12

Sincerely,

Steven Varnor
 Ennis-Flint



State of NC, County of Guilford
 Signed before me on this 11th day
 of July 2017 by Andrew Yards
 Notary Public Justin Jenkins
 MCE: November 22, 2021



Corporate Office:
115 Todd Court
Thomasville, NC 27360
Phone: 336.475.6600
Toll Free: 800.331.8118
sales@ennisflint.com
www.ennisflint.com

September 18, 2017

American Traffic Prod, Inc.
PO Box 310215
Fontana, CA 92331

Order No: 00101227
Purchase Order No: P17-7615
Part No: C80FHERW 2 Way Marker Red/White
Quantity: 24,000
Lot No: 16HG204
Date of Manufacture: August 2017
Certification State: CA

To Whom it May Concern:

We certify that for the State of California, these markers have been inspected conform to the State of California, Department of Transportation Standard Specifications Section 81-3 dated 2015.

We certify that the Stimsonite pavement markers furnished against the subject order and for the subject State were manufactured in USA at our facility in Thomasville, NC. They have been inspected and found to be in compliance with our product specification for Model C80FH markers and the aforementioned State's pavement marker specifications.

We certify that the reflector body is molded of acrylonitrile-butadiene-styrene and the reflective lens is molded of polymethyl methacrylate conforming to ASTM D788, Grade 8. The markers conform to ASTM Specification D4280.

We certify that, after abrasion procedure, the specific intensity of each reflective surface at 0.2 degree angle of divergence meets or exceeds the following values:

SPECIFIC INTENSITY

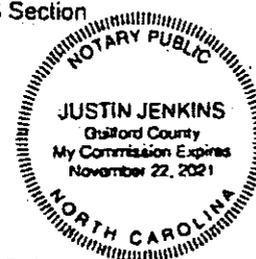
	Clear	Yellow	Red	Green	Blue
0 degree incidence angle	3.0	1.5	0.75	1.0	0.30
20 degree incidence angle	1.2	0.60	0.30	0.4	0.12

We certify that the markers meet Specific Intensity 1 year after placement per Caltrans SS Section 81-3.02C.

Sincerely,

Tesha Benson

Tesha Benson
Quality Assurance
Ennis-Flint



State of NC, County of Guilford
Signed before me on this 18th day
of Sept 2017 by TESHA BENSON
Notary Public JUSTIN JENKINS
MCE: November 22, 2021

Certificate of Analysis



THE STATE OF TEXAS
COUNTY OF HARRIS

Material..... Evergrip Bituminous Marker Adhesive
 Shipped Via..... PLS
 Date of COA..... 10/20/2017
 Customer Order No..... 199823, 199937
 Invoice No.....
 Batch No..... 23665
 Specification certified..... ASTM D 4280 Type I
 Sold to American Traffic Product Inc
 4116 E. Superior Ave.
 Phoenix, AZ 85040

	Procedure	Specification	Results
Softening Point, °F	ASTM D 36	200-264	242
Penetration, mm, 100g, 5s, 77°F	ASTM D 5	1.0-1.8	1.3
Penetration, mm, 100g, 5s, 140°F	ASTM D 5	4.5-6.5	4.9
Brookfield thermostel viscosity, Pa.s, 27 spindle, 20 rpm, 400°F	ASTM D 4402	3.0 - 7.5	3.7
Flow at 158°F, mm	ASTM D 5329	5.1 max	0
Flash Point, °F	ASTM D 92	550 min	>600
Specific Gravity, 77°F	ASTM D 71	1.6-1.85	1.66

I hereby certify that the above statements are true and correct.

The undersigned has the legal authority to bind Martin Asphalt Company for the purposes of this Certificate of Analysis.

 Dolly Navarrete
 Laboratory Director

4665 Finance Way
Kingman AZ 86401
(928) 757-3666
Fax: (928) 757-3608



Certificate of Compliance

This is to certify that Potters Industries, LLC. supplies highway glass beads that have been tested according to standard procedures by our quality control department and will meet applicable Arizona DOT State Specifications.

Product	M247-11 TPI
Quantity	14,000
Lot #	K1-H-7/28/17-502,506,507,510-513
Specification	AASHTO M247 Type I

Potters Industries, LLC tests every lot of glass beads produced for use in Highway Markings using XRF technology to insure compliance with Heavy Metals requirements specified in Arizona Standard Specification 708-2.02(B) as stated below.

Heavy Metal	Concentration
Arsenic	< 75 ppm
Antimony	< 75 ppm
Lead	< 100 ppm

Quality Control Data to substantiate this certification is on file in our Quality Control Laboratory and is available upon request.

The undersigned has the legal authority to bind Potters for the purposes of this Certificate of Compliance

Certified By:  Date: 12/4/17
Angie Pedone Plant Administrator

White
Yellow
Blue

ARIZONA DEPARTMENT OF TRANSPORTATION
MATERIALS GROUP

Accession

ADOT Materials Testing Changes - Date _____
 Document # _____ Acty. MP. 31
 Projects _____
 Test No. _____ Quant. _____ Test No. _____ Quant. _____

 Total Charges: _____

8-2-17
 Test Commissioned 8-4-17
 Material TYPE I GLASS BEADS
 Lab. No. 17-35255
 Submitted by S. L. H. H. H.
 Problem or Remark
 Location of Supply
 Project Name
 Preparation Contract
 Date
 ID # 72817
 SMC 6519, 512, 509, 514

SIEVE ANALYSIS		% PASSING		SPEC. % PASSING	
#16	100	100			
#20	99	95	100		
#30	87	75	95		
#50	20	15	35		
#100	0	0	5		
True Spheres	TRUE	MIN	7.0%		
#30	83				
#50	80				
Index of Refraction	1.53	1.50	1.55		
Moisture Resistance	PASS	PASS	FAIL		

1601 19th St NW
Paris, TX 75460
(903)785-1633
Fax: (903)785-8220



Certificate of Compliance

This is to certify that Potters Industries, LLC. supplies highway glass beads that have been tested according to standard procedures by our quality control department and will meet applicable Arizona DOT State Specifications.

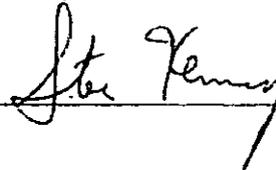
Product	E16
Quantity	44,000 lbs.
Lot #	PA-H-090617-13
Specification	ADOT Standard Specification

Potters Industries, LLC tests every lot of glass beads produced for use in Highway Markings using XRF technology to insure compliance with Heavy Metals requirements specified in Arizona Standard Specification 708-2.02(B) as stated below.

Heavy Metal	Concentration
Arsenic	< 75 ppm
Antimony	< 75 ppm
Lead	< 100 ppm

Quality Control Data to substantiate this certification is on file in our Quality Control Laboratory and is available upon request.

The undersigned has the legal authority to bind Potters for the purposes of this Certificate of Compliance

Certified By:  Date: 9/26/17



Recycles Over One Billion Pounds Of Glass Each Year

1601 19th Street
Paris, TX 75460
Phone: 903-785-1633
Fax: 903-785-8220

MATERIAL CERTIFICATION

The material covered by this Certification has been tested according to ISO 9001 standard procedures by our Quality Control Department and complies with all applicable specifications. Quality Control Data to substantiate this certification is on file in our Laboratory.

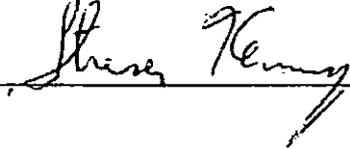
Potters tests every lot of glass beads produced for use in Highway Markings using XRF technology to insure that Heavy Metals are below the following limits for total content unless lower limits are required by the specification: Arsenic <200ppm, Lead <200ppm, Antimony <200ppm. Test Data is on file in our Quality Lab to support this, and is available upon request. Independent Testing Laboratory results using EPA Methods 3052 and 6010C can also be provided if requested at least 2 weeks in advance of shipment.

Customer (30843): SUNLINE
Customer PO #: 687204

Potters Order #: 1237703
Bill of Lading #: 81325058

<u>Material</u>	<u>Quantity (LB)</u>
E16 (TYPE 4) AC35 80% SS 2200 VISIBEAD	44,000.000
LOT PA-H-090617-13 RACK 01-20	
TOTAL QUANTITY:	44,000.000

DATE: 09/26/2017

BY: 



ARIZONA DEPARTMENT OF TRANSPORTATION
MATERIALS GROUP

White
Yellow
Blue

ADOT Materials Testing Charges Date _____
 Document # _____ Aciv MP 31
 Projects _____
 Test No. _____ Test No. _____ Test No. _____
 Quon. _____ Quon. _____ Quon. _____
 Total Charge: _____

Requested 9-28-11 Test Commenced 9-28-17 Material TYPE IV GLASS BEADS
 Identified 4-28-17 Lab. No. 17-3533
 Submitted by E. KLIME Sample by A. CARO Project No. H 888901C
 Source of Sample STOCK Quantity 1 LOT
 Location of Sample SUNLINE
 Project Name WHITE STONE T/I S/F 80 / S/A 90 Contractor CACTUS TRANSPORTATION
 Specifications Governing AASHTO M-247
 Remarks LOT # PA-H-09, 1617-1- BAGS # 17, 18, 19, 20

Test Results

SIEVE ANALYSIS		% PASSING		SPEC. % PASSING	
#10	100	100			
#12	100	95	100		
#14	93	80	95		
#16	40	10	40		
#18	1	0	5		
#20	0	0	2		
INDEX OF REFRACTION		1.53	1.50	1.55	



SUNLINE CONTRACTING

820 N 17th Ave • Phoenix, AZ 85007 • Phone: 602-422-9371

OWNERS

RODD JOSE – President & Managing Member

2009-Present

Rodd has 27 years of industry experience from low level field work to managing multiple operations related to Traffic Control, Signs and Guardrail and Pavement Marking in the Southwest Region and now Owner of Heavy Highway Subcontracting business.

- Responsible for job cost reporting and cost analysis on all projects. Forecast monthly operational budget costs vs revenue by job.
- Accountable for overall operation of branch in relation to Safety, Contracting, Job Costing, Customer Satisfaction and Employee resolution. Directs 20 Managers and a total branch staff of 175 plus employees.
- Project Manager for the \$1.8 million quiet ride project helping the company exceed profit estimates and completing the project utilizing less than 95% of the estimated labor hours.
- Conducted estimating meetings to plan the project and the needs. Worked on job partnering meetings with ADOT to ensure that all aspects of the project were being met in the estimate.
- As Operations Manager, I was responsible for Inventory in excess of \$3.5 million and maintained that inventory with a minimum of waste or loss.
- Coordinated, scheduled & managed workers (Drivers, Laborers, and Flaggers), equipment and vehicles for delivery, pick-up & service requests from customers in a timely and efficient manner to effectively meet customer's needs and expectations throughout the metro and surrounding areas.

DAVE PORTER – Sctry/Treasurer & Managing Member 2009-Present

Dave has 30 years of industry experience from low level field work to being accountable for budgeting, cost control, payroll, BCC (Sarbanes-Oxley Act) reporting and general accounting, including supervision of 220+ employees for two separate Regions (Southwest-AZ, CA, NV & Rocky Mtn – CO, WY) and now Owner of Heavy Highway Subcontracting business. Has supervise and managed multiple locations performing work in a variety of areas including, Traffic Control, Permanent Install (road and parking lot signage, Highway and guide signs, including structures and foundations, and Guardrail); Pavement Marking, Sales & Sign Manufacturing. Was the Project Manager for the installation of over 40 miles of Highway road and guide signs, including foundations, structures (cantilever, butterfly & bridge), static signs and VMS signs on private toll road. Worked as an Estimator for many years estimating Traffic Control, Sign installation & Pavement Marking work. Successfully estimating, managed and completed 3 Guardrail projects in Wyoming and 1 in Denver totaling over 60 miles.

KEY PERSONNEL

DON COE – Project Manager/Scheduler

2012-Present

SCOTT GLAZNER – Estimator/Project Manager

2011- Present

JEFF SARPY – Estimator

2014-Present

JOSH VERDONI – On-site Supervisor

2012-Present

Both Don & Scott have over 20 Years of Industry Experience.

Jeff has over 8 years of Industry Experience, both in field and management.

Josh has over 15 years of Industry Experience in pavement markings installation and management. He is has expertise in paint, thermoplastic, water blasting removal and raised pavement markers. He has become our most efficient supervisor mastering all facets of pavement markings from laboring to running/managing projects.

Sunline Contracting currently employs 23 field employees (6 superintendents, 8 operators & 9 laborers). This allows us to run 4-6 field crews at one time. The combined industry experience of our field crews is in excess of 80 years.

AREA OF EXPERTISE Sunline specializes in providing pavement marking, signing and guardrail services for both temporary and permanent applications for private developers, general contractors, property managers, city county and state agencies meeting all federal, state and local standards.

The company was formed in 2009.

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Sunline Contracting, LLC
(hereinafter "Principal"), as Principal, and Merchants National Bonding, Inc. (hereinafter "Surety"), a
corporation organized and existing under the laws of the State of Iowa, with its principal
offices in the City of West Des Moines, 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 held and
firmly bound unto City of Goodyear
(hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of
Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Pavement Marking Services - Installation/Removal
Solicitation Number: 18-4140

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified
in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the
contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event
of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal
pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and
such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by
the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond
is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall
be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 1st day of February, 2018

Sunline Contracting, LLC

PRINCIPAL

SEAL

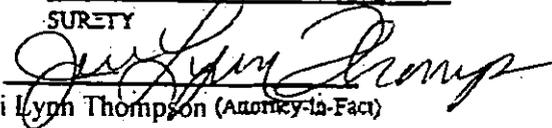
By: 

Title: Managing Member

Merchants National Bonding, Inc

SURETY

SEAL

By: 

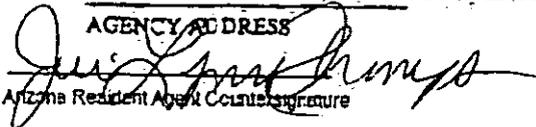
Jeri Lynn Thompson (Attorney-in-Fact)

Crest Insurance Group

AGENCY OF RECORD

7272 E. Indian School #375, Scottsdale, AZ 85251

AGENCY ADDRESS


Arizona Resident Agent Certificate Signature

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Filiberto J Istas; Heather J Perrin; Jeri Lynn Thompson; Margie Wager; Maria R Lucero; Melody J Stockton; Michael J Mesenbrink

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner, Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 31st day of May, 2017

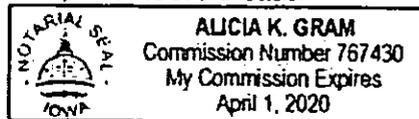


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 31st day of May 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn, did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of February, 2018.



William Warner Jr.

Secretary

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)

Project # 18-4140

Bond No. NAZ1649

KNOW ALL MEN BY THESE PRESENTS

That, Sunline Contracting, LLC (hereinafter called Principal), as Principal, and Merchants National Bonding, Inc. (hereinafter Surety), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines 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 Fifty Thousand and no/100 Dollars (\$150,000.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 9th day of April, 20 18, to construct and complete certain work described as

Paving Marking Services - Installation/Removal - annual contract
Bond term: April 9, 2018 to April 8, 2019

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal faithfully performs and fulfills all 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 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 suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 9th day of April, 20 18.

Sunline Contracting, LLC
Principal (Seal)

By: [Signature]

Title: PRES.

Merchants National Bonding, Inc.
Surety (Seal)

By: [Signature]
Jeri Lynn Thompson Attorney-in-Fact

Agency of Record:
Crest Insurance Group
7272 E. Indian School Road #375
Scottsdale, AZ 85251
480-689-5295

MERCHANTS BONDING COMPANY. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filiberto J Islas; Heather J Perrin; Jeri Lynn Thompson; Margie Wager, Maria R Lucero; Melody J Stockton; Michael J Mesenbrink

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 31st day of May, 2017.

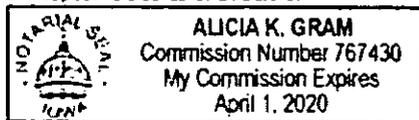


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 31st day of May 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April, 2018.



William Warner Jr.
Secretary

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)

Project # 18-4140

Bond No. NAZ1649

KNOW ALL MEN BY THESE PRESENTS

That, Sunline Contracting, LLC (hereinafter called Principal), as Principal, and Merchants National Bonding, Inc. (hereinafter Surety), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines 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 Fifty Thousand and no/100 Dollars (\$150,000.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 9th day of April, 20 18, to construct and complete certain work described as.

Paving Marking Services - Installation/Removal - annual contract

Bond term: April 9, 2018 to April 8, 2019

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said 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 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 suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 9th day of April, 20 18.

Sunline Contracting, LLC

Principal (Seal)

By: [Signature]

Title: PRES.

Merchants National Bonding, Inc.

Surety (Seal)

By: [Signature]

Jeri Lynn Thompson Attorney-in-Fact

Agency of Record:

Crest Insurance Group
7272 E. Indian School Road #375
Scottsdale, AZ 85251
480-689-5295

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner, Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 31st day of May, 2017

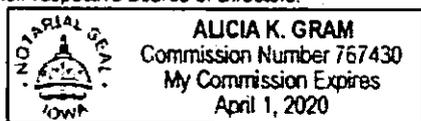


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 31st day of May 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April, 2018



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crest Insurance Group, LLC 5285 E Williams Cir. Ste 4500 Tucson AZ 85711	CONTACT NAME: PHONE (A/C No. Ext): 480-689-5339 FAX (A/C No): 480-839-2272 E-MAIL ADDRESS: dwalsh@crestins.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: American Mining Insurance Company INSURER B: Acuity INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15911 14184
INSURED Sunline Contracting, LLC 820 N. 17th Ave Phoenix AZ 85007	705UNL.COM	

COVERAGES

CERTIFICATE NUMBER: 1624699956

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	ADDITIONAL INSURED (Y/N)	SUBROGATION (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZB4249	10/21/2017	10/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ZB4249	10/21/2017	10/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	ZB4249	10/21/2017	10/21/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS	Y/N	N/A	AMWC243302	10/21/2017	10/21/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability). Waiver of Subrogation (General Liability, Automobile Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF GOODYEAR 190 N 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 <i>Cody Ritchie</i>
--	--

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - PRIMARY AND NONCONTRIBUTORY

CG-7194(5-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. *Bodily injury or property damage* occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The insurance provided by this endorsement is primary and noncontributory.

**ADDITIONAL INSURED - COMPLETED OPERATIONS - PRIMARY
AND NONCONTRIBUTORY AUTOMATIC STATUS WHEN REQUIRED
IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR
CONTRACTORS)**

CG-7274(5-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
 - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury or property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

2. This insurance does not apply to:
 - a. *Bodily injury or property damage* which occurs prior to the execution of the contract or agreement described in item 1; or
 - b. *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
 - c. *Bodily injury or property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shops drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
3. The insurance provided by this endorsement is primary and noncontributory.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN
WRITTEN AGREEMENT WITH YOU - PRIMARY**

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM.

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

ACUITY ENHANCEMENTS - GENERAL LIABILITY

CG-7301(11-14)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM**A. Extended Non-Owned Watercraft**

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

B. Increased Bail Bond Amount

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

C. Increased Reasonable Expenses Incurred by the Insured

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

D. Newly Acquired Organizations

Item 3a of Section II - Who Is An Insured is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

E. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

F. Knowledge of Claim or Suit

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards

at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage.

I. Liberalization

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

J. Broadened Bodily Injury

The Definition of *Bodily Injury* is amended to include mental anguish.

K. Electronic Data Liability

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, in-

ability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

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

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

2. The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, \$10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence*.

3. The following definition is added to Section V - Definitions:

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

4. For the purposes of this coverage, the definition of "*property damage*" in Section V - Definitions is replaced by the following:

"*Property damage*" means:

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

For the purposes of this coverage, *electronic data* is not tangible property.

L. Employee Benefits Liability Coverage

1. The following is added to Section I - Coverages:

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage applies. We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any *claim* or *suit* that may result. But:

- (1) The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the *administration* of your *employee benefit program*;
- (2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and
- (3) A *claim* for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c. below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

- c. A *claim* seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such *claim* is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with paragraph a. above.

A *claim* received and recorded by the

insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All *claims* for damages made by an *employee* because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such *employee's* dependents and beneficiaries, will be deemed to have been made at the time the first of those *claims* is made against any insured.

Exclusions

This coverage does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

Bodily injury, property damage or personal and advertising injury.

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the *employee benefit program*.

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any *claim* based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the *employee benefit program*.

- f. **Workers' Compensation And Similar Laws**

Any *claim* arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, so-

cial security or disability benefits law or any similar law.

- g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

- h. **Available Benefits**

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

- i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

- j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- 2. For the purposes of the coverage provided:

- a. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

- b. Paragraphs 1b and 2 of the Supplementary Payments provision do not apply.

- 3. For the purposes of the coverage provided, paragraphs 2 and 3 of Section II - Who Is An Insured are replaced by the following:

- 2. Each of the following is also an insured:

- a. Each of your *employees* who is or was authorized to administer your *employee benefit program*.

- b. Any persons, organizations or *employees* having proper temporary authorization to administer your *employee benefit program* if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this coverage.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that

organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

4. For the purposes of the coverage provided, Section III - Limits Of Insurance is replaced by the following:

Limits Of Insurance

- a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or suits brought;
 - (3) Persons or organizations making claims or bringing suits;
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your *employee benefit program*.
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one *employee*, including damages sustained by such *employee's* dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions

negligently committed in the *administration* of your *employee benefit program*.

However, the amount paid under this coverage shall not exceed; and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the *employee benefit program*.

- d. Limits of Insurance

Each Employee Limit: \$250,000

Aggregate Limit: \$250,000

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the be-

ginning of the policy period shown in the Declarations of the policy to which this coverage is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Deductible

- a. Our obligation to pay damages on behalf of the Insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in e below applies to all damages sustained by any one *employee*, including such *employee's* dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
- c. The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any *suits* seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or *claim*apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any *claim* or *suit* and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- e. Deductible
Each Employee Deductible: \$1,000

5. For the purposes of the coverage provided, Conditions 2 and 4 of Section IV - Conditions are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a *claim*. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act,

error or omission.

- b. If a *claim* is made or *suit* is brought against any insured, you must:
 - (1) Immediately record the specifics of the *claim* or *suit* and the date received; and
 - (2) Notify us as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the *claim* or *suit*;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the *claim* or defense against the *suit*; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this coverage may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- e. The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage, our obligations are limited as follows:

a. Primary Insurance

This coverage is primary except when paragraph b below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c below.

b. Excess Insurance

- (1) This coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis

that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.

- (2) When this coverage is excess, we will have no duty to defend the insured against any *suit* if any other insurer has a duty to defend the insured against that *suit*. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this coverage; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in paragraph 5d of this coverage.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits of Insurance to the total applicable Limits of Insurance of all insurers.

- 6. For the purposes of the coverage provided, the following Extended Reporting Period

provisions are added, or, if this coverage is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

- a. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - (1) This coverage is canceled or not renewed; or
 - (2) We renew or replace this coverage with insurance that:
 - (a) Has an inception date later than the original inception date of this coverage; or
 - (b) Does not apply to an act, error or omission on a claims-made basis.
- b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.
- c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The *employee benefit programs* insured;
- (2) Previous types and amounts of insurance;
- (3) Limits of insurance available under this coverage for future payment of damages; and
- (4) Other related factors.

The additional premium will not exceed \$100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage

afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in paragraph 5d of this coverage under Limits of Insurance.

Paragraph 5b of this coverage will be amended accordingly. The Each Employee Limit shown in paragraph 5d will then continue to apply as set forth in paragraph 5c.

7. For the purposes of the coverage provided, the following definitions are added to the Definitions Section:

- a. "*Administration*" means:

- (1) Providing information to *employees*, including their dependents and beneficiaries, with respect to eligibility for or scope of *employee benefit programs*;
- (2) Handling records in connection with the *employee benefit program*; or
- (3) Effecting, continuing or terminating any *employee's* participation in any benefit included in the *employee benefit program*.

However, *administration* does not include handling payroll deductions.

- b. "*Cafeteria plans*" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- c. "*Claim*" means any demand, or *suit*, made by an *employee* or an *employee's* dependents and beneficiaries, for damages as the result of an act, error, or omission.
- d. "*Employee benefit program*" means a program providing some or all of the following benefits to *employees*, whether provided through a *cafeteria plan* or otherwise:

- (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an *employee*

may subscribe to such benefits and such benefits are made generally available to those *employees* who satisfy the plan's eligibility requirements;

- (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to all *employees* who are eligible under the plan for such benefits;
 - (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - (4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - (5) Any other similar benefits added thereto by endorsement.
8. For the purposes of the coverage provided, the following Definitions in the Definitions Section are replaced by the following:
- a. "*Employee*" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. *Employee* includes a *leased worker*. *Employee* does not include a *temporary worker*.
 - b. "*Suit*" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. *Suit* includes:
 - (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

M. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as followed:
 - a. Exclusion 2j(4) is replaced by the following:
 - (4) Personal property of others:

- (a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.
- (b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.

b. Exclusion 2j(5) is deleted.

2. The insurance provided by this coverage is subject to the following provisions:

- a. We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.
- b. *Property damage* does not include loss of use if personal property of others is not physically injured.
- c. **Limits**

The most we will pay for an *occurrence* under this coverage is \$2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of \$2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

d. **Settlement**

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

e. **Deductible**

Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$200.

f. **Other Insurance**

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

N. Increased Limits of Insurance

1. The General Aggregate Limit is increased to three times the Each Occurrence Limit.
2. The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.

3. The Damage To Premises Rented To You Limit is increased to \$250,000.
4. The Medical Expense Limit is increased to \$10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization with whom you have entered into a written contract, a condition of which requires you to obtain this Waiver from us.

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

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

Endorsement Effective 10/21/2017

Policy No. AMWC243302

Endorsement No.

Insured Sunline Contracting LLC

Premium \$

Insurance Company American Mining Insurance Company

Countersigned by _____

ACUITY ENHANCEMENTS - BUSINESS AUTO

CA-7255(10-16)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, loss or destruction is a covered *auto* for Physical Damage Coverage.

B. Who Is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
- c. No person or organization is an *insured* with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employees as Insureds

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger or *light truck* type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss*.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:**1. Accidental Airbag Discharge**

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

2. Loan/Lease Gap Coverage

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck*

type, we will pay any unpaid amount due on the lease or loan, less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the loss;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

3. Hired Auto Physical Damage Coverage

If hired autos are covered autos for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any auto you own are extended to autos of the private passenger or light truck type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned auto of the private passenger or light truck type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered auto you own of the private passenger or light truck type.

4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks

- a. This coverage applies only to a covered auto of the private passenger or light truck type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of a covered loss to an auto to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. No deductibles apply to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered auto. If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered auto and return it to you.
- (2) 30 days.

d. Our payment is limited to the lesser of the following amounts:

- (1) Necessary and actual expenses incurred.
- (2) \$75 per day to a maximum of \$1,500.

e. This coverage does not apply while there are spare or reserve autos available to you for your operations.

f. If loss results from the total theft of a covered auto to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.

g. The Rental Reimbursement Coverage described above does not apply to a covered auto that is described or designated as a covered auto on Rental Reimbursement Coverage Form CA-9923F.

5. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered auto that are intentionally discharged in an attempt to extinguish a fire.

6. Rental Reimbursement, Business Income and Extra Expense Coverage

Limits

The most we will pay for all loss for each covered auto involved in any one accident for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

Coverage

a. Rental Reimbursement Coverage

- (1) We will pay for expenses incurred by you during the period of restoration for the rental of an auto made necessary because of a covered loss to a covered auto used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (2) This Rental Reimbursement Coverage does not apply to a covered auto of the private passenger or

light truck type because coverage for these vehicles is provided in item 4 of this endorsement.

b. Business Income and Extra Expense Coverage

(1) Business Income Coverage

(a) **Actual Loss Sustained Coverage** - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a loss to a covered *auto* used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(b) **Specified Amount per Day Coverage** - At your option, we will pay up to \$250 per day for a maximum of seven days during the *period of restoration* for income loss. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no loss to a covered *auto* used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

Conditions

- a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we make under any other coverages listed in extension 6.
- b. No other deductible applies to these coverages.
- c. We will not pay under these coverages if you do not repair or replace the covered *auto*.
- d. You must resume all or part of your business as quickly as possible.
- e. If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.

f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.

g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

7. Fuel in Vehicle Coverage

We will also pay, with respect to a covered loss, the actual loss sustained for the loss to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

8. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered loss, the actual cash value, repair cost or replacement cost, whichever is less, for loss to your *miscellaneous equipment* but only with respect to a covered *auto*.

Exclusions

We will not pay for loss caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

9. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered loss, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently in-

stalled in the *auto* but only with respect to a covered *auto*.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* caused by fire or lightning.
2. For combinations of tractor, truck, semi-trailer or trailers when attached together by coupling devices at the time of *loss*, one deductible will apply.
 - a. If more than one *auto* of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one *auto* of the combination is damaged or stolen, the deductible shown in the Declarations for that *auto* will apply.
3. The deductibles will not apply to *loss* caused by a collision of a covered *auto* with any other *auto* insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the *loss*.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, *claim*, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured, unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, *claims*, *suits* or *loss* shall have received such notice from the agent or *employee*.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.
2. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

O. Coverage Extensions Definitions

1. "*Business income*" means the:
 - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.
4. "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

5. "*Period of restoration*" means the period of time that:

a. Begins:

- (1) Twenty-four hours after the time of loss for Rental Reimbursement Coverage or Business Income Coverage; or
- (2) Immediately after the time of loss for Extra Expense Coverage; and

b. Ends at the earliest of:

- (1) The time required to resume your normal business operations; or
- (2) The time that is reasonably necessary to repair or replace the covered auto.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the *period of restoration*.

COPY

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)

Project # 18-4140

Bond No. NAZ1649

KNOW ALL MEN BY THESE PRESENTS

That, Sunline Contracting, LLC (hereinafter called Principal), as Principal, and Merchants National Bonding, Inc. (hereinafter Surety), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines 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 Fifty Thousand and no/100 Dollars (\$150,000.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 9th day of April, 20 18, to construct and complete certain work described as

Paving Marking Services - Installation/Removal - annual contract
Bond term: April 9, 2018 to April 8, 2019

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal faithfully performs and fulfills all 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 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 suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 9th day of April, 20 18.

Sunline Contracting, LLC
Principal (Seal)
By: [Signature]
Title: PRES.

Merchants National Bonding, Inc.
Surety (Seal)
By: [Signature]
Jeri Lynn Thompson Attorney-in-Fact

Agency of Record:
Crest Insurance Group
7272 E. Indian School Road #375
Scottsdale, AZ 85251
480-689-5295

MERCHANTS BONDING COMPANY. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Filberto J Islas; Heather J Perrin; Jeri Lynn Thompson; Margie Wager; Maria R Lucero; Melody J Stockton; Michael J Mesenbrink**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(les) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of, guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney, is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 31st day of May, 2017.

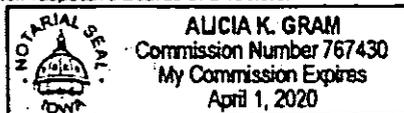


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 31st day of May, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seats of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April, 2018.



William Warner Jr.
Secretary

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)

Project # 18-4140

Bond No. NAZ1649

KNOW ALL MEN BY THESE PRESENTS

That, Sunline Contracting, LLC (hereinafter called Principal), as Principal, and Merchants National Bonding, Inc. (hereinafter Surety), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines, 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 Oblige) in the amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 9th day of April, 20 18, to construct and complete certain work described as Paving Marking Services - Installation/Removal - annual contract
Bond term: April 9, 2018 to April 8, 2019
Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said 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 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 suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 9th day of April, 20 18.

Sunline Contracting, LLC
Principal (Seal)

By: [Signature]
Title: PRES.

Merchants National Bonding, Inc.
Surety (Seal)

By: [Signature]
Jeri Lynn Thompson Attorney-in-Fact

Agency of Record:
Crest Insurance Group
7272 E. Indian School Road #375
Scottsdale, AZ 85251
480-689-5295

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filberto J Ista; Heather J Perrin; Jeri Lynn Thompson; Margie Wager; Maria R Lucero; Melody J Stockton; Michael J Mesenbrink

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 31st day of May, 2017.

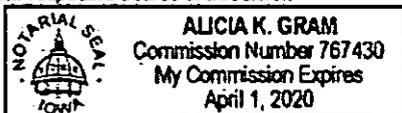


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 31st day of May 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April, 2018.



William Warner Jr.
Secretary