Contract No. C2017-045.1

SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
M.R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "Second Amendment") is entered into as of March 06, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and M.R. Tanner Development and Construction, an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Chandler, Arizona entered into Contract No. ST5-745-3478, dated February 13, 2015, as amended by Amendment Number One, dated January 22, 2016, by Amendment Number Two, dated January 19, 2017, by Amendment Number Three, dated January 26, 2018 (collectively, the "City Contract"), with the Contractor for the Contractor to provide street replacement and asphalt mill and overlay. The City Contract, attached hereto as Exhibit A, is incorporated herein by reference, to the extent not inconsistent with this agreement.

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement, dated September 15, 2016 (the "Initial Agreement"), and based upon the City Contract, for the Contractor to provide the Town with street replacement and asphalt mill and overlay (the Materials and Services").

C. The Initial Agreement was amended by that First Amendment on November 21, 2017 to purchase additional Materials and Services. The Initial Agreement and the First Amendment are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

D. The Town has determined that extending the term of the Agreement for the Contractor to complete the scope of work is necessary.

E. The Town and the Contractor desire to enter into this Second Amendment to extend the term of the Agreement.

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 the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until March 5, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. This Second Amendment does not increase the available compensation, and the aggregate not-to-exceed compensation remains $4,296,753.59.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fifth Amendment are forever waived.

5. 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.

6. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation

CR
2/20/18

Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On March 7, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

JENNIFER LYONS
Notary Public, State of Arizona
Maricopa County
My Commission Expires
April 09, 2019

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

M.R. TANNER DEVELOPMENT AND CONSTRUCTION INC.

By: _____

Name: ALAN EVANS

Its: PRESIDENT

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 02-14, 2018, before me personally appeared Alan Evans, the President of M.R. Tanner Development and Construction, Inc., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of M.R. Tanner Development and Construction, Inc.

OFFICIAL SEAL
ROXANNE BAKER
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires August 3, 2018

Roxanne Baker
Notary Public

(Affix notary seal here)

EXHIBIT A
TO
SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
M.R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

[CITY CONTRACT]

See following pages.

CITY OF CHANDLER SERVICES AGREEMENT
STREET REPLACEMENT & ASPHALT MILL & INLAY
AGREEMENT NO.: ST5-745-3478

18-2315

THIS AGREEMENT is made and entered into this 13 day of February, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", **and M.R. TANNER DEVELOPMENT & CONSTRUCTION, INC.**, a Corporation of the State of Arizona, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. CONTRACTOR shall act under the authority and approval of the Streets Superintendent/designee (Contract Administrator), to provide the services required by this Agreement.

1.2. Key Staff. This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

1.3. Subcontractors. During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

1.4. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall perform street replacement asphalt mill and inlay work all as more specifically set forth in the Scope of Work, labeled Exhibit B, Pricing, Exhibit C, Bid Bond, Exhibit D1, Performance Bond, Exhibit D2, Performance Bond, Exhibit D3, Construction Detail, Exhibit E, Contractors Equipment, Exhibit F1, Subcontractors/Personnel, Exhibit F2 and Maps, Exhibit G attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act

2.2. Licenses. CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.3. Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.

CC 2-12-15

2.4. Compliance With Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

2.5. Warranties. One-Year Warranty. CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. Records. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. Audit. At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3. New/Current Products. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4. **PRICE:** CITY shall pay to CONTRACTOR the sum of **FIVE MILLION TWO HUNDRED SEVENTY EIGHT THOUSAND DOLLARS** per year for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

4.1. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

4.2. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

4.3. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.4. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.

4.5. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R S. W9 Form on file with CITY, unless not required by law.

4.6. **Price Adjustment (Annual—CPI).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a request for price adjustments in accordance with the current Consumer Price Index. CONTRACTOR must request all price adjustments in writing at least sixty (60) days prior to the renewal date.

4.7. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

4.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM:** The term of the Contract is **ONE (1) year**, commencing on the **JANUARY 23, 2015** and terminating on **JANUARY 22, 2016** unless sooner terminated in accordance with the provisions herein. Subject to mutual acceptance by the City and contractor, the contract may be extended for up to **FOUR (4)** additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

6.1. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. **CITY'S CONTRACTUAL REMEDIES:**

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due 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 to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

8.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2. Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
2) If CONTRACTOR is adjudged a bankrupt or insolvent;
3) If CONTRACTOR makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution 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 at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

8.5. Suspension or Debarment. CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. Continuation of Performance Through Termination. The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. **DISPUTE RESOLUTION:**

10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.2. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

11. INSURANCE:

1. General.

A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Builders' Risk Insurance (Course of Construction).* The CONTRACTOR bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Chandler, the CONTRACTOR will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the GMP and all subsequent modifications. The CONTRACTOR's Builders' Risk-Installation insurance must be primary and not contributory.

1. Builders' Risk-Installation insurance must name the City of Chandler, the CONTRACTOR and all tiers of Sub Contractors as Additional Insured's and must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under Builders' Risk-Installation coverage.

2. Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under the CONTRACTOR's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

3. The CONTRACTOR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The CONTRACTOR will be responsible for any and all deductibles under these policies and the CONTRACTOR waives all rights of recovery and subrogation against the City under the CONTRACTOR-provided Builders' Risk-Installation insurance described above.

4. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

   a. The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

   b. This insurance must include as named insureds, the City, the CONTRACTOR, SubContractors, Subconsultants and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide some level of coverage with the City and CONTRACTOR named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk-Installation coverage.

c. This insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

d. All rights of subrogation are, by this Agreement, waived against the City of Chandler, its officers, officials, agents and employees.

e. The CONTRACTOR is responsible for payment of all deductibles under the Builders' Risk policy.

3. Additional Policy Provisions Required.

A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.

4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.

5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.

8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator:	Sr. Streets Coordinator
Contact:	Al Fausto
Mailing Address:	
Physical Address:	975 E. Armstrong Way
City, State, Zip	Chandler, AZ 85225
Phone:	480-782-3505
FAX:	480-782-3495

In the case of the CONTRACTOR

Firm Name:	M.R. Tanner Development & Construction, Inc.
Contact:	Kevin Day
Address:	1327 W. San Pedro St
City, State, Zip	Gilbert, AZ 85233
Phone:	480-633-8500
FAX:	480-633-8111
	kday@mrtanner.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13. CONFLICT OF INTEREST:

13.1. No Kickback. CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement 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 has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

13.2. Kickback Termination. CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

13.3. No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14. GENERAL TERMS:

14.1 Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

14.2 Performance and Payment Bonds.

Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds if the Contract is terminated by the default of CONTRACTOR or if CITY determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Contract Documents.

If the Contract schedule is not adhered to, and CITY determines that the work is unlikely to be completed within a reasonable time after the original target date, then CITY may terminate the Contract and collect the Performance Bond.

The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued.

14.3 Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

14.4 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

14.5 Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

14.6 Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

14.7 Independent CONTRACTOR. The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

14.8 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.9 **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 13 day of February, 2015.

FOR THE CITY OF CHANDLER

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

FOR THE CONTRACTOR

By: Signature

ATTEST: If Corporation

Secretary

CITY OF CHANDLER CORPORATE SEAL ARIZONA

EXHIBIT A

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: ST5-745-3478		
Name (as listed in the contract): M.R. Tanner Development & Construction, Inc.		
Street Name and Number: 1327 W. San Pedro St.		
City: Gilbert	**State: AZ**	**Zip Code: 85233**

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;

2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

Kevin P. Day

Printed Name: Kevin P. Day

Title: Secretary/Treasurer

Date (month/day/year): _____

EXHIBIT B

GENERAL INFORMATION

Contractor shall provide Street Replacement Asphalt Mill & Inlay services on an as needed basis.

Maps indicating potential work locations are attached, Exhibit G, however these locations are subject to change.

GENERAL CONTRACTOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

EXHIBIT B
TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATION AND STANDARD DETAILS. City of Chandler is now operating under the latest revision of the 2012 edition (with 2014 revisions) of the Uniform Standard Specification and Details for Public Works Construction, published by the Maricopa Association of Governments as amended by the City of Chandler, which is herewith incorporated by reference and made apart hereof.

ASPHALT CONCRETE MILLING – VARIOUS LOCATIONS
MILL ASPHALTIC CONCRETE PAVEMENT (1 ½"-2") CONTRACTOR shall remove existing asphalt pavement to lines and depths indicated in the specifications in accordance with the requirements in MAG Standard Specifications, Section 350. Asphalt shall be milled using a high flow milling drum. All milled materials will be hauled off site and will be disposed at CONTRACTOR'S expense. After milling and prior to the crack sealing, the entire street will be swept with a vacuum or regenerative air sweeper to remove loose material. CONTRACTOR shall pre-lower all existing utilities, survey monuments, and brass caps prior to the milling operation. All Pre-lowered utilities, survey monuments, and brass caps shall have a temporary asphalt patch installed flushed with existing pavement.

Measurement and payment: Measurement and payment for AC milling shall be for each square yard of milled asphalt complete in place.

ASPHALTIC CONCRETE CRACK SEALING. General Requirement - Work shall consist of inspecting the asphaltic concrete pavement for cracks after milling, cleaning cracks in the existing bituminous pavements and applying a pre-mixed asphalt rubber sealant. The work does not include patching of potholes or alligator cracks. CONTRACTOR shall provide all traffic control necessary to accomplish the required work.

Cleaning of Cracks - Applying sealant. CONTRACTOR shall seal all cracks with an average clear opening of ¼" or greater. All cracks with an average clear opening or less than ¼" shall not be sealed. Immediately prior to applying the sealant, the cracks shall be thoroughly cleaned of loose particles, dust, and other deleterious substances by means of using forced air (65 psi and greater) with a downward blast into the crack and a vacuum attachment to vacuum the debris released. The material shall be vacuumed and contained to prevent it from getting into the atmosphere. All cracks shall be cleaned to a depth of from ½" to 1". Contract Administrator/designee shall make the determination as to what work will be done under this contract.

Sealant shall be CRAFCO Polyflex Type 3 or approved equal. CONTRACTOR shall place sealant so as to not completely fill the crack to prevent crack seal material from boiling over during paving. Blotter material (sand) may be required to prevent asphalt-rubber bleed and/or pickup of sealant by vehicular traffic. CONTRACTOR shall apply blotter material of a type acceptable to and at the direction of the Contract Administrator/designee (no cement powder shall be acceptable).

Equipment. The equipment used by CONTRACTOR in the application of the asphalt rubber material shall have a mixing system in the material vat in order to maintain a consistent, uniform, homogeneous mixture throughout the crack sealing operation. The unit shall heat the asphalt rubber material by means of an indirect heat transfer median for adequate material temperature control. The equipment shall provide a continuous supply so that operations may proceed without delays CONTRACTOR shall apply the material under pressure with a hose and wand assembly The Contract Administrator/designee, prior to use, shall approve any equipment designated for use by CONTRACTOR.

Measurement and Payment. Measurement and payment shall be by the lineal foot of cracks sealed complete in place in accordance with the project.

Within two (2) days after the work has been completed on residential streets, CONTRACTOR shall take caution to make sure the site is left clean and free of excess material, debris, etc. The streets, gutters, sidewalks and driveways shall be cleaned before the job is considered complete. Cleaning of the streets shall be by vacuum or regenerative sweeper. CONTRACTOR shall be required to clean the streets to the satisfaction of the Contract Administrator/designee. CONTRACTOR shall be responsible for the disposal of all debris swept from the streets.

ASPHALTIC CONCRETE BASE REPAIR. Consists of furnishing all materials, equipment, tools and labor as necessary to visually inspect and repair the asphaltic concrete pavement after the pavement has been milled if necessary as determined by the Contract Administrator/designee.

CONTRACTOR and Contract Administrator/designee will inspect the AC pavement after milling for deteriorated areas having excessive cracks and inadequate AC pavement depths of less than ½". In the event there are deteriorated areas or inadequate AC pavement depths, as determined by CONTRACTOR and Contract Administrator/designee, the pavement should be saw cut, removed and replaced with a 1" lift of new AC pavement or repaired as directed by Contract Administrator/designee.

If the existing AC pavement is saw cut and removed, CONTRACTOR shall inspect and remove the existing aggregate base course, and shall replace and re-compact as follows: CONTRACTOR shall remove and replace 6" of aggregate base course to replace surface aggregate base course that has been disturbed or contaminated in the process of AC base pavement removal.

Measurement and Payment. Measurement and payment shall be by the square yard of AC pavement removed, replaced and/or repaired complete in place in accordance with these specifications, MAG Standard Specifications and as directed by the Contract Administrator/designee, including inspection, saw cutting, AC and aggregate base course removal, replacement and re-compaction. The quantity shown in Exhibit C is an estimate only and may or may not be used depending on the condition of the AC pavement after milling.

ASPHALTIC CONCRETE OVERLAY (2" thick - 12.5mm EVAC A/C). This work shall consist of constructing a 12.5mm, 2-inch bituminous pavement overlay in conformance with the dimensions and sections shown on the maps. CONTRACTOR shall construct in accordance with the requirements of MAG Standard Specifications, Sections 321, and 336 except that the mix design and material testing shall conform to the latest East Valley Hot Asphalt Mix Criteria by the East Valley Asphalt Committee (EVAC). CONTRACTOR shall submit all mix designs to the Contract Administrator/designee for review and approval a minimum of ten (10) working days prior to the start of production. All finished pavement overlay shall be water tested for drainage in the presence of the Contract Administrator/designee before final acceptance. Any areas not draining properly shall be corrected to the Contract Administrator/designee's satisfaction at the expense of the CONTRACTOR. Water for this testing shall be provided by the CONTRACTOR.

Measurement and Payment. Measurement and payment for asphaltic concrete overlay shall be by the square yard, complete in place, including tack coat.

MANHOLE AND VALVE ADJUST. Manhole and valves will be adjusted to be flush with the new asphalt. Adjustments will follow MAG Standard Detail 270, 420-1, 420-2, or 422, and City of Chandler Detail C-401. Debris Shields shall be installed in all manholes prior to adjustments and remain in place until the work is completed. At completion, shields shall be removed, enclosures cleaned and inspected by Contract Administrator/designee. CONTRACTOR shall provide the City of Chandler with a final detailed count (gas, SRP, Qwest, Water, etc...), map and location of any and all utility and/or manhole adjustments prior to actual project commencement.

Measurement and Payment. Measurement and payment for manhole and valve adjustments will be paid for on the "each" basis.

SPEED HUMPS. This work shall consist of installing speed humps per CITY Detail C-234 and will be paid on the basis of each hump crossing the entire width of the street with pavement markings installed and complete in place.

TRAFFIC CONTROL. CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. Traffic control shall include uniformed Chandler Police Officer and squad car as required.

STRIPING. CONTRACTOR shall provide CITY with striping as-builds before start of project. All striping shall follow the latest version of the CITY Standard Details and Specifications Manual. No striping shall begin until approved by CITY Traffic Engineering Division and Contract Administrator/designee. Temporary striping is required where thermo striping is to be applied at a later time. Street intersections which require striping shall not remain un-striped for more than three consecutive days.

SURVEY MONUMENTS. This work will consist of adjusting survey monuments and brass caps. Survey markers shall be adjusted according to MAG Standard Detail 120. Frames and covers shall be adjusted according to MAG Standard Detail 270. Survey markers shall be re-established and referenced by a Registered Land Surveyor (RLS). The RLS shall reset and punch the survey markers. Any and all new survey coordinates shall be recorded and described in detail to the City of Chandler and governing authorities by the RLS.

Measurement and Payment. Measurement and Payment will be made on the "each" basis.

PERMITS. Unless otherwise specified, CITY will, upon appropriate cooperation from CONTRACTOR, obtain and provide to CONTRACTOR those permits issued by CITY. CONTRACTOR shall obtain all other permits and licenses. CONTRACTOR shall pay all other governmental charges and inspection fees necessary for the completion of the work, which are applicable at the time of bid opening. Work in any public easement or right-of-way shall be done in accordance with the requirements of a permit issued by the public agency in whose easement or right-of-way the work is located, in addition to conforming to the drawings and specifications. If a permit is not required, the work shall conform to the standards of the public agency involved in addition to conforming to the drawings and specifications.

CITY permits and permits from all applicable governing jurisdictions (i.e. Maricopa County and Arizona Department of Transportation) are required while performing work on CITY contracts. CONTRACTOR shall pay all permit fees as required by the other governing jurisdictions.

Construction water and landfill fees will not be waived and shall be paid for by CONTRACTOR.

DUST CONTROL. CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose, in accordance with the requirements of the "Maricopa County Environmental Services Department of Air Pollution Control Regulations". CONTRACTOR shall be responsible for obtaining an Air Quality Permit for Maricopa County prior to starting the work. County permit fees shall be paid for by the CONTRACTOR.

Recordkeeping. Any person who conducts dust-generating operations that require a Dust Control Plan shall keep a written record of self-inspection on each day dust-generating operations are conducted. Self-inspection records shall include daily inspections for crusted or damp soil, track-out conditions and clean-up measures, daily water usage, and dust suppressant application. Such written record shall also include the following information:

- Method, frequency, and intensity of application or implementation of the control measures;
- Method, frequency, and amount of water application to the site;
- Street sweeping frequency;
- Types of surface treatments applied to and maintenance of track-out control devices, gravel pads, fences, wind barriers, and tarps;
- Types and results of test methods conducted;
- If contingency control measures are implemented, actual application or implementation of contingency control measures and why contingency control measures were implemented;
- List of sub-Contractors' names and registration numbers updated when changes are made; and
- Names of employee(s) who successfully completed dust control training class(es) required by Section 309, date of the class(es) that such employee(s) successfully completed, and name of the agency/representative who conducted such class(es).

Any person who conducts dust-generating operations that do not require a Dust Control Plan shall compile and retain records (including records on any street sweeping, water applications, and maintenance of track-out control devices, gravel pads, fences, wind barriers, and tarps) that provide evidence of control measure application, by indicating the type of treatment or control measure, extent of coverage, and date applied.

Upon verbal or written request by the Contract Administrator/designee, the log or the records and supporting documentation shall be provided as soon as possible but no later than 48-hours, excluding weekends. If the Contract Administrator/designee is at the site where requested records are kept, records shall be provided without delay.

Records Retention. Any person who conducts dust-generating operations that require a Dust Control Plan shall retain copies of approved Dust Control Plans, control measurers implementation records, and all supporting documentation for at least six (6) months following the termination of the dust-generating operation and for at least two (2) years from the date of such records were initiated. If a person has obtained a Title V Permit and is subject to the requirements of this rule, then such person shall retain records required by this rule for at least five (5) years from the date such records are established

CLEAN UP. CONTRACTOR shall be responsible for keeping the sidewalks, streets, alleys, and adjacent areas around the site free from debris, obstacles, mud, dirt, etc. CONTRACTOR shall immediately and continuously clean up any and all mud or dirt tracked onto streets or sidewalks by construction traffic.

During progress of work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from work. Failure of CONTRACTOR to comply with Contract Administrator/designee clean-up orders may result in an order to suspend work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension.

Excess or unsuitable material, broken asphaltic concrete, and broken Portland cement concrete resulting from the work shall be removed from the site and disposed of by CONTRACTOR. Disposal of material within CITY limits or planning area shall be approved by Contract Administrator/designee prior to disposal.

CONTRACTOR shall prevent silt, mud, and/or debris resulting from work from being discharged into CITY storm drains, retention basins or street right-of-ways. Earthwork stockpiles shall not exceed 6' in height. Any earthwork stockpile, regardless of height, shall be removed within seven (7) days of CITY notification if dust suppression efforts fail to maintain satisfactory airborne containment control.

At completion of work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, temporary construction facilities and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore conditions to their original condition, those portions of the site not designated for alteration by Contract Administrator/designee. CONTRACTOR shall also leave the public right-of-way, all streets, sidewalks, utility easements, and any affected private property in a neat and clean condition with all damages, including landscaping, repaired and restored.

If CONTRACTOR is instructed by Contract Administrator/designee to perform clean up or street sweeping operations and fails to do so to Contract Administrator/designee's satisfaction within two (2) working days, CITY may procure clean up services and/or commercial street sweeping services and charge such costs, including CITY administrative time, to CONTRACTOR.

CONSTRUCTION SIGNS. It shall be the responsibility of CONTRACTOR to furnish and erect construction signs in accordance with agreement specifications. The signs shall be professionally prepared and subject to approval by the Contract Administrator/designee, shall be maintained by CONTRACTOR for the duration of the work, and shall be removed by CONTRACTOR during the final clean-up.

The number of signs required, the size, shape, installation requirements and information to be included for signs is established on Exhibit E (Construction Sign Detail); however, signs shall be a minimum of 4' x 8' and shall be installed so that the bottom of the sign is at least 4' above grade. CONTRACTOR shall include cost of signs in their bid price. Sign locations shall be determined by Contract Administrator/designee.

All required construction signs shall be installed by CONTRACTOR within seven (7) days of Notice to Proceed. CONTRACTOR shall submit all traffic control plans to CITY Transportation and Development Department for approval prior to commencing any work.

NOTIFICATION OF PUBLIC. CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to work beginning and include any and all pertinent information, description of work, times, schedules and CONTRACTORS name with 24-hour contact numbers. The flyer information shall be submitted to the CONTRACT ADMINISTRATOR/designee for approval before distribution. Extreme care shall be taken by CONTRACTOR to ensure that all alley access (gates, garage doors, etc.) is clear and free of material that would obstruct operation or admission.

PHOTOGRAPHS. CONTRACTOR shall furnish a pre-construction video recording of the entire project site showing the existing conditions of all pavement, concrete, piping, equipment, structures, landscaping, buildings, and other site features. The video shall be in color digital format. The video shall be submitted to the Contract Administrator/designee and will be approved prior to commencing work. CONTRACTOR shall notify the Contract Administrator/designee a minimum of 48-hours prior to making the recording so that the Contract Administrator/designee is available to accompany the recorder.

EXHIBIT C
PRICING

No.	Description	Est. Qty.*	Unit	Unit Price	Extended Price
1	Mill Asphalt 1.5"- 2.0"	504,100	SY	$ 1.10	$ 554,510.00
2	Crack Fill	605,000	LF	$ .15	$ 90,750.00
3	Pave 2" (12.5mm EVAC A/C Mix)	504,100	SY	$ 6.90	$ 3,478,290.00
4	Adjust Sanitary & Storm Sewer Manholes	447	EA	$ 350.00	$ 156,450.00
5	Adjust Valve Boxes & Cleanouts	907	EA	$ 300.00	$ 272,100.00
6	Adjust Survey Monuments & Brass Caps	283	EA	$ 150.00	$ 42,450.00
7	Traffic Control & Barricading	1	LS	$ 110,980.00	$ 110,980.00
8	Project Signs	6	EA	$ 500.00	$ 3,000.00
9	Contractor Information Signs	12	EA	$ 500.00	$ 6,000.00
10	A/C Base Repair	105,000	SY	$ 4.00	$ 420,000.00
11	Speed Humps per COC Traffic Specifications (Includes striping pattern per CoC Traffic Engineering Specs)	12	EA	$ 3,000.00	$ 36,000.00
12	City of Chandler Uniformed Police Officer, (If required). Contractor to be paid the actual cost of hiring police officer	1	LS	$60,000.00	$60,000 00
	NOTE: All striping quantities are based on 4" equivalent.				
13	4" Yellow Paint	27,000	LF	$ .20	$ 5,400.00
14	4" White Paint	1,000	LF	$ .20	$ 200.00
15	6" White Paint	11,500	LF	$ .20	$ 2,300.00
16	8" White Paint (Turn Lane) - Temporary	2,300	LF	$ .50	$ 1,150.00
17	8" White Thermo (Turn Lane)	2,300	LF	$.75	$ 1,725.00
18	12" White Paint (Crosswalks) - Temporary	8,000	LF	$ .50	$ 4,000.00
19	12" White Thermo (Crosswalks)	8,000	LF	$ 1.00	$ 8,000.00
20	18" White Paint (Stop Bars) - Temporary	3,900	LF	$ .50	$ 1,950.00
21	18" White Thermo (Stop Bars)	3,900	LF	$ 2.00	$ 7,800.00
22	24" White Thermo (Railroad Stop Bars)	24	LF	$ 5.00	$ 120.00
23	Railroad Symbols (Per MUTCD)	2	SETS	$ 500.00	$ 1,000.00
24	School Crosswalks: 24"X10' Yellow High Visibility Rectangles	5	SETS	$ 500.00	$ 2,500.00
25	School Roll Out Yellow Dots (24" Dia.)	15	EA	$ 100.00	$ 1,500.00
26	Turn Arrows, Paint – Temporary	15	EA	$ 40.00	$ 600.00
27	Turn Arrows, Thermo	15	EA	$ 150 00	$ 2,250.00
28	Bike Lane Symbols	15	EA	$ 80.00	$ 1,200.00
29	White Raised Pavement Markers (RPMs)	300	EA	$ 5.00	$ 1,500.00
30	Yellow Raised Pavement Markers (RPMs)	300	EA	$ 5.00	$ 1,500.00
31	Blue Fire Hydrant Reflectors	315	EA	$ 5.00	$ 1,575.00
32	Temporary Chip Seal Pavement Markers/Tabs, Yellow	300	EA	$ 2.00	$ 600 00
33	Temporary Chip Seal Pavement Markers/Tabs, White	300	EA	$ 2.00	$ 600.00
	TOTAL (Items 1- 33 tax inclusive)		$	**5,278,000.00**	

* Quantities are estimates only and are not guaranteed.

EXHIBIT D1
BID BOND

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

KNOW ALL MEN BY THESE PRESENTS: That, _____ _____, (hereinafter Principal), as Principal , and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in _____, 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, held and firmly bound unto _____, (hereinafter "Obligee"), as Obligee, in the amount 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 the Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for:

Street Replacement & Asphalt Mill & Inlay - Various Locations; Agreement No. ST5-745-3478

NOW, THEREFORE, if the Obligee accepts 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 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 to remain 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 _____ day of _____, 2015.

_____		_____
Principal	SEAL	SURETY
By: _____		By: _____
Attorney-in-Fact	SEAL	
Its: _____		_____
		AGENCY OF RECORD
		_____
		AGENCY ADDRESS

EXHIBIT D2
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **Street Replacement & Asphalt Mill & Inlay - Various Locations; Agreement No. ST5-745-3478,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2015.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT D3
PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____(hereinafter "Principal"), as Principal, and _____ _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ _____ with its principal office in the City of _____, 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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____ _____ day of _____ , 20__, for __**Street Replacement & Asphalt Mill & Inlay - Various Locations; Agreement No. ST5-745-3478,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLICATION IS SUCH, that if the Principal promptly pays all moneys 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 said contract, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this _____ day of _____, 2015.

_____
PRINCIPAL SEAL

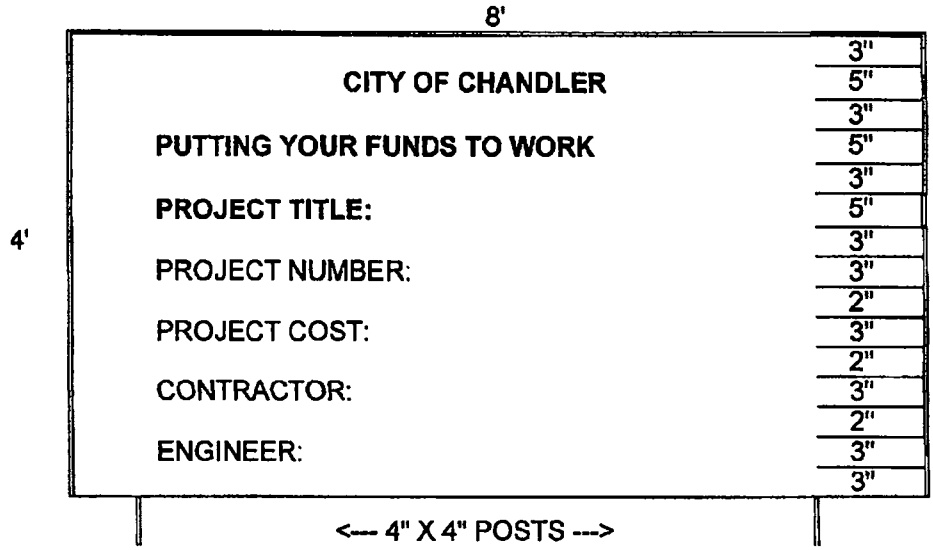
_____
AGENT OF RECORD

BY_____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E
CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) SHALL BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS SHALL BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN SHALL BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS SHALL BE NON-REFLECTORIZED **ORANGE** BACKGROUND, AND NON-REFLECTORIZED **BLACK** LETTERS AND NUMERALS.

ONE SIGN SHALL BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN SHALL BE ERECTED AT EACH SITE

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

Construction signs required for work:

Whenever any work is being done in CITY streets, easements or right of way for which approval by CITY of a traffic control plan is required, the person or persons performing such work shall maintain at the site of such work at all times during which any such work is being done, signage meeting the requirements set forth below and providing information to the public as follows:

1. If the work will take one (1) week or longer to perform, such signage shall:
   a) Be installed so that the bottom of the sign is at least seven (7) feet above grade, or as otherwise approved by CITY Transportation Engineer;
   b) Be at least 3'x5' in size or large enough to contain all the information required below, whichever is larger.
   c) Be placed in such positions that they can be read by traffic from each direction.
   d) Be colored "construction orange" with black letters.
   e) Have block letters at least 6" in height.
   f) Contain the following information: the name of the CONTRACTOR for whom the work is being performed; the name of the CONTRACTOR actually performing the work; a general description of the work to be done; the time frame within which the work will be performed, i.e. the date work will commence and the date all work will be completed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be turned by such a representative of the CONTRACTOR within 24-hours.

2. If the work will take less than one (1) week to perform, such signage shall:
   a) Be installed on temporary supports at an approved location;
   b) Be placed in such positions that they can be read by traffic from each direction;
   c) Be colored "construction orange" with black letters;
   d) Have block letters at least 6" in height;
   e) Contain the following information: the name of CONTRACTOR for whom the work is being performed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.

DEVELOPER
CONTRACTOR
MILL & INLAY
1-1-15 TO 12-31-15
(480) 782-XXXX

CONTRACTOR
(480) 782-XXXX

EXHIBIT F1
Contractor's Equipment
(To be used on Agreement ST5-745-3478)

John Deere Grading Tractor
Kenworth Water Truck
Ingresoll Rand Roller
Cat Roller
Dynapac Roller
Wirtgen Mill Machines
Pickup Brooms
Dynapac Paver
Blaw Knox 3200 Paver
Distributor Truck (tack)
Cat Mill Machine (2' Trimmer)
Case Grade Tractor
Trucks (various) haul off milling/haul asphalt
Trucks (various)- Foreman/Superintendent Vehicles

EXHIBIT F2

SUB-CONTRACTORS / PERSONNEL
(To be assigned to Agreement ST5-745-3478)

Name	Qualifications/Experience	
Company:	**Scope:**	**Years of Experience:**
Specialty Companies	Adjustments	34 years
WSP, Inc.	Milling	27 years
Pavement Marking, Inc.	Striping	24 years
Specialized Surfacing	Speed Humps	20 years
Metro Traffic Control	Traffic Control	10 years
Personnel:	**Title:**	**Years of Experience:**
Greg Marsh	President	40 years
Kevin Day	Secretary/Treas.	37 years
Alan Evans	VP of Operations	11 years
Josh Skinner	Project Manager	10 years

AMENDMENT NUMBER ONE,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
MR TANNER DEVELOPMENT & CONSTRUCTION, INC.
STREET REPLACEMENT & ASPHALT MILL & INLAY
AGREEMENT NO. ST5-745-3478

This Amendment No. 1 to that certain Agreement between the City of Chandler (CITY) and **MR TANNER DEVELOPMENT & CONSTRUCTION, INC.** (Contractor) for Street Replacement & Asphalt Mill & Inlay dated, February 13, 2015 and is entered into this 22 day of January, 2016.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) terms of one year each. This is the first renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 5 of the Agreement, as amended, extends the term of the agreement for a one-year period from January 23, 2016 through January 22, 2017 in an amount not to exceed $7,106,480.
   includes sales tax
2. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 22 day of January, 2016.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF CHANDLER CORPORATE SEAL ARIZONA [SEAL]

CONTRACTOR:

By: _____
Title: President

ATTEST: (If corporation)

_____
Secretary

WITNESS: (If individual or Partnership)

_____

CC 1-14-16

AMENDMENT NUMBER TWO,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
MR TANNER DEVELOPMENT & CONSTRUCTION, INC.
STREET REPLACEMENT & ASPHALT MILL & INLAY
AGREEMENT NO. ST5-745-3478

This Amendment No. 2 to that certain Agreement between the City of Chandler (CITY) and **MR TANNER DEVELOPMENT & CONSTRUCTION, INC.** (Contractor) for Street Replacement & Asphalt Mill & Inlay dated, February 13, 2015 and is entered into this 19 day of January, 2017.

WHEREAS, the parties entered into an Agreement for one year with provisions to extend for four (4) additional terms of one year each. This is the second renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 4 of the Agreement, as amended, Price, is hereby amended to provide that CITY shall pay to CONTRACTOR in an amount not to exceed **SEVEN MILLION, THREE HUNDRED TWO THOUSAND, THREE HUNDRED THIRTY DOLLARS** ($7,302,330).

2. Section 5 of the Agreement, as amended, extends the term of the agreement for a one-year period from January 23, 2017 through January 22, 2018.

3. All other terms, conditions and pricing of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 19 day of January, 2017.

CITY OF CHANDLER CORPORATE SEAL ARIZONA

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR:

By: _____
Title: Alan Evans, President

APPROVED AS TO FORM:

_____
City Attorney

ATTEST: (If corporation)

_____
Secretary Kevin P Day

ATTEST:

_____
City Clerk

WITNESS: (If individual or Partnership)

_____

[SEAL]

CC 12-8-16

18-319

AMENDMENT NUMBER THREE,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
MR TANNER DEVELOPMENT & CONSTRUCTION, INC.
STREET REPLACEMENT & ASPHALT MILL & INLAY
AGREEMENT NO. ST5-745-3478

This Amendment No. 3 to that certain Agreement between the City of Chandler (CITY) and **MR TANNER DEVELOPMENT & CONSTRUCTION, INC.** (Contractor) for Street Replacement & Asphalt Mill & Inlay dated, February 13, 2015 and is entered into this 26th day of January, 2018.

WHEREAS, the parties entered into an Agreement for one year with provisions to extend for four (4) additional terms of one year each. This is the third renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 4 of the Agreement, as amended, Price, is hereby amended to provide that CITY shall pay to CONTRACTOR an amount not to exceed Six Million Six Hundred Forty One Thousand Dollars ($6,641,000) for the completion of all services described herein, payable as set forth in Exhibit C incorporated herein by reference.

2. Section 5 of the Agreement, as amended, Term is amended to extend the term of the agreement for a one-year period from January 23, 2018, through January 22, 2019.

3. All other terms, conditions and pricing of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 26th day of January, 2018.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

[SEAL]

CONTRACTOR:

By: _____
Title: Alan Evans, President

ATTEST: (If corporation)

_____
Secretary Kevin Day

WITNESS: (If individual or Partnership)

_____

CC 1-25-18