

Pavement Maintenance Plan FY22

Holbrook Asphalt Co.							
Project Area	Crack Seal	HA5	Paint/Striping	Traffic Control	Alternate (Chip Seal, Slurry)		Section Total
127th Ave	\$7,228.50	\$27,628.42	\$22,000.00	\$8,500.00	\$31,582.03		\$96,938.95
129th Ave	\$4,239.50	\$21,709.00	\$19,500.00	\$8,500.00	\$57,864.58		\$111,813.08
Section 11	\$25,680.50	\$121,436.41	\$1,950.00	\$0.00	\$54,243.59		\$203,310.50

Material Total	\$37,148.50	\$170,773.83	\$43,450.00	\$17,000.00	\$143,690.20		\$412,062.53
						Tax 9.3%	\$38,321.82
							\$450,384.35

Sunland Asphalt							
Project Area	Crack Seal	PMM	Paint/Striping	Traffic Control	Alternate (Chip Seal, Slurry)		Section Total
El Mirage Rd	\$15,030.00	\$62,657.10	\$54,570.78	\$18,725.00	\$0.00		\$150,982.88
Section 12	\$64,712.50	\$83,598.90	\$3,450.00	\$26,450.00	\$0.00		\$178,211.40

Material Total	\$79,742.50	\$146,256.00	\$58,020.78	\$45,175.00	\$0.00		\$329,194.28
						Tax 6.045%	\$19,899.79
							\$349,094.07

P1 Paving	
Project Area	Section Total
Customer Service Parking	\$24,958.12
Berry Ln. Edge-Mill & Overlay	\$9,193.90
Thunderbird Post Office Parking Lot	\$7,080.55

\$41,232.57

Grand Total	\$840,710.99
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Project Location
City of El Mirage
c/o: Public Works
Attn: Nick Russo
10355 N 121st Ave
El Mirage AZ 85335

Proposal # **Date Issued** **PO/LD #**
HAA241690 10/22/2021

Terms
Due Upon Completion

Adviser Information
Justin Holbrook
P: 602-377-5406 | E: justin@holbrookasphalt.com

Description
2022 HA5 - Section 11 (Does NOT include the South section slated for Slurry II)

Bill To

City of El Mirage
c/o: Public Works
Attn: Nick Russo
10355 N 121st Ave
El Mirage AZ 85335

Item	Quantity	UM	Rate	Amount
Crack Repair - Elastomere Clean & prepare cracks if necessary. Install Hot-Applied Elastomeric Sealant to all cracks larger than 1/4 inch.	48,829	LIFt	0.50	24,414.50
Crack Repair - Mastic Apply Mastic Patching Compound to cracks wider than 1 inch.	422	LIFt	3.00	1,266.00
HA5 Clean & prepare surface using high pressure air & wire bristle brooms Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers. ***THIS PRODUCT HAS A FIVE YEAR WARRANTY PROVIDED BY BOTH THE MANUFACTURER AND CONTRACTOR***	49,323	SqYd	1.80	88,781.40
Paint/Stripe All Stripes, Symbols and Painting to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise.	1	Ea	1,350.00	1,350.00
			Subtotal	115,811.90
			Tax	10,770.51
			Total	\$126,582.41

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Project Location

City of El Mirage
 c/o: Public Works
 Attn: Nick Russo
 10355 N 121st Ave
 El Mirage AZ 85335

Proposal # **Date Issued** **PO/LD #**
 HAA241705 10/22/2021

Terms

Due Upon Completion

Adviser Information

Justin Holbrook
 P: 602-377-5406 | E: justin@holbrookasphalt.com

Description

2022 Type II Slurry - Section 11 (South portion)

Bill To

City of El Mirage
 c/o: Public Works
 Attn: Nick Russo
 10355 N 121st Ave
 El Mirage AZ 85335

Item	Quantity	UM	Rate	Amount
Section 11 - South portion (W Larkspur Rd, N 126th Ln, W Columbine Dr, N 126th Ave, W Bloomfield Rd, W Charter Oak Rd, N 125th Dr)				
Type II Slurry Sweep and clean Surface. Supply and Place a Type II Slurry seal surface @ 15-18 lbs per SQ. YD. No guarantee pavement preservation materials will adhere to areas saturated with motor oil. Type I, II and III Slurry applications are useful tools for pavement maintenance when used on the right surface, at the right time. However, there are some noticeable side effects that accompany this application. *Price includes restriping of existing pavement markings of the Type II Slurry.	18,141.67	SqYd	2.99	54,243.59
HA5 Apply HA5 to the surface after one summer season to help "smooth", "bind", and "preserve" the new slurry surface. No guarantee pavement preservation materials will adhere to areas saturated with motor oil.	18,141.67	SqFt	1.80	32,655.01
Paint/Stripe All Stripes, Symbols and Painting to follow existing pattern on pavement. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise. *Re-stripe over HA5.	1	Ea	600.00	600.00
			Subtotal	87,498.60
			Tax	8,137.37
			Total	\$95,635.97

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Project Location

City of El Mirage
 c/o: Public Works
 Attn: Nick Russo
 10355 N 121st Ave
 El Mirage AZ 85335

Proposal #

HAA241687

Date Issued

10/22/2021

PO/LD #

Terms

Due Upon Completion

Adviser Information

Justin Holbrook
 P: 602-377-5406 | E: justin@holbrookasphalt.com

Description

2022 HA5 - 129th Ave (Thunderbird Rd to just before Aster Dr)

Bill To

City of El Mirage
 c/o: Public Works
 Attn: Nick Russo
 10355 N 121st Ave
 El Mirage AZ 85335

Item	Quantity	UM	Rate	Amount
Crack Repair - Elastomere Clean & prepare cracks if necessary. Install Hot-Applied Elastomeric Sealant to all cracks larger than 1/4 inch. *Does NOT include 129th Ave from Thunderbird to Soledad where Chip Seal will be installed.	5,947	LIFt	0.50	2,973.50
Crack Repair - Mastic Apply Mastic Patching Compound to cracks wider than 1 inch.	422	LIFt	3.00	1,266.00
HA5 Clean & prepare surface using high pressure air & wire bristle brooms Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers. *Does NOT include 129th Ave from Thunderbird to Soledad St. This is included on Chip Seal proposal. ***THIS PRODUCT HAS A FIVE YEAR WARRANTY PROVIDED BY BOTH THE MANUFACTURER AND CONTRACTOR***	6,007.78	SqYd	1.80	10,814.00
Paint/Stripe All Stripes, Symbols and Painting to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise.	1	Ea	19,500.00	19,500.00
Traffic Control	1	Ea	8,500.00	8,500.00
			Subtotal	43,053.50
			Tax	4,003.98
			Total	\$47,057.48

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Project Location

City of El Mirage
c/o: Public Works
Attn: Nick Russo
10355 N 121st Ave
El Mirage AZ 85335

Proposal #

HAA241706

Date Issued

10/22/2021

PO/LD #

Terms

Due Upon Completion

Adviser Information

Justin Holbrook
P: 602-377-5406 | E: justin@holbrookasphalt.com

Description

2022 Rubberized Chip Seal - 129th Ave (Thunderbird Rd to Soledad St)

Bill To

City of El Mirage
c/o: Public Works
Attn: Nick Russo
10355 N 121st Ave
El Mirage AZ 85335

Item	Quantity	UM	Rate	Amount
Rubberized Chip Seal Install rubberized Chip Seal on 129th Ave from Thunderbird Rd to Soledad St.	6,052.78	SqYd	9.56	57,864.58
HA5 Apply HA5 over Chip Seal after one summer season.	6,052.78	SqYd	1.80	10,895.00
			Subtotal	68,759.58
			Tax	6,394.64
			Total	\$75,154.22

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Project Location

City of El Mirage
 c/o: Public Works
 Attn: Nick Russo
 10355 N 121st Ave
 El Mirage AZ 85335

Proposal # HAA241645
Date Issued 10/22/2021
PO/LD #

Terms
 Due Upon Completion

Adviser Information
 Justin Holbrook
 P: 602-377-5406 | E: justin@holbrookasphalt.com

Description
 2022 HA5 - 127th Ave (Thunderbird Rd to Scotts Dr)

Bill To

City of El Mirage
 c/o: Public Works
 Attn: Nick Russo
 10355 N 121st Ave
 El Mirage AZ 85335

Item	Quantity	UM	Rate	Amount
Crack Repair - Elastomere Clean & prepare cracks if necessary. Install Hot-Applied Elastomeric Sealant to all cracks larger than 1/4 inch. *Does NOT include the west half of the road from Thunderbird to Soledad where Chip Seal will be installed.	11,925	LIFt	0.50	5,962.50
Crack Repair - Mastic Apply Mastic Patching Compound to cracks wider than 1 inch.	422	LIFt	3.00	1,266.00
HA5 Clean & prepare surface using high pressure air & wire bristle brooms Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers. *Does NOT include the west half of the road from Thunderbird to Soledad where Chip Seal will be installed. This is included on Chip Seal proposal. ***THIS PRODUCT HAS A FIVE YEAR WARRANTY PROVIDED BY BOTH THE MANUFACTURER AND CONTRACTOR***	12,045.56	SqYd	1.80	21,682.01
Paint/Stripe All Stripes, Symbols and Painting to follow existing pattern on pavement. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise.	1	Ea	22,000.00	22,000.00
Traffic Control	1	Ea	8,500.00	8,500.00
			Subtotal	59,410.51
			Tax	5,525.18
			Total	\$64,935.69

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Project Location

City of El Mirage
 c/o: Public Works
 Attn: Nick Russo
 10355 N 121st Ave
 El Mirage AZ 85335

Proposal # **Date Issued** **PO/LD #**
 HAA241707 10/22/2021

Terms

Due Upon Completion

Adviser Information

Justin Holbrook
 P: 602-377-5406 | E: justin@holbrookasphalt.com

Description

2022 Rubberized Chip Seal - 127th Ave (West half of the road only from Thunderbird Rd to Soledad St)

Bill To

City of El Mirage
 c/o: Public Works
 Attn: Nick Russo
 10355 N 121st Ave
 El Mirage AZ 85335

Item	Quantity	UM	Rate	Amount
Rubberized Chip Seal Install rubberized Chip Seal on the west half only of 127th Ave from Thunderbird Rd to Soledad St.	3,303.56	SqYd	9.56	31,582.03
HA5 Apply HA5 over Chip Seal after one summer season.	3,303.56	SqYd	1.80	5,946.41
			Subtotal	37,528.44
			Tax	3,490.15
			Total	\$41,018.59

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AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT 2020007
PAVEMENT PRESERVATION SERVICES (HIGH DENSITY MINERAL BOND)

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Brandy Andersen, CPPB, MPA Procurement Officer
E-Mail	brandy.andersen@mesaaz.gov
Telephone	(480) 644-6426
Facsimile	(480) 644-2655

AND

HOLBROOK ASPHALT, LLC., ("Contractor")

Mailing Address	3806 S. 16 th Street Phoenix, AZ 85040
Delivery Address	3806 S. 16 th Street Phoenix, AZ 85040
Attention	Aaron Eppley, Asset Preservation Consultant
E-Mail	aaron@holbrookasphalt.com
Telephone	435-703-0023
Facsimile	435-656-3943

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 9th day of September 2019, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Holbrook Asphalt LLC., a Utah company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number 2020007 ("Solicitation") for **PAVEMENT PRESERVATION SERVICES (HIGH DENSITY MINERAL BOND)**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **September 9, 2019** and ending on **June 30, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within **twenty-four (24) hours** after receipt of an order.
2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A ("Scope of Work")**. Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: Holbrook Asphalt, LLC

Signature: 

Printed Name: C.J. Davis

Title: Vice President

Date: 7/30/2019

City Acceptance of Offer

The below document will be executed when Agreement is finalized and awarded.

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2020007.

Awarded this  _____, 2019.

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of
Mesa, Arizona, ou=Business Services
email=ed.quedens@mesaaz.gov,
c=US
Date: 2019.09.13 07:25:28 -07:00
Adobe Acrobat version:
2019.012.20034

Edward Quedens, CPPO, C.P.M.
As Business Services Director

REVIEWED BY:



8/21/19

By:

Brandy Andersen, CPPB, MPA
Procurement Officer



3030 S. 7TH STREET, PHOENIX, AZ 85040
 PHONE: 602.323.2800 | WWW.SUNLANDASPHALT.COM

To:	City of El Mirage	Contact:	Cason Chambers
Address:	12145 NW Grand Ave El Mirage, AZ 85335 US	Phone:	623 518 0381
Project Name:	City of El Mirage - FY 21-22 Pavement Maintenance	Fax:	623 933 8418
Project Location:	Various Streets, El Mirage, AZ	Bid Number:	PH010722
		Bid Date:	11/1/2021

Bid in Accordance with the 1 GOVERNMENTAL PROCUREMENT ALLIANCE (1GPA)
Contract #17-16P-05 – Asphalt and Related Surfaces - Awarded May 2, 2019
UNIT PRICE BREAKDOWN CAN BE PROVIDED UPON REQUEST – ZONE #1

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
El Mirage - Cactus to Cinnabar				
Crack Seal Provide Traffic Control And Barricades During Our Scope Of Work. Power Clean With High Volume Air As Needed And Seal All Cracks 1/4 In And Larger With Crafcro PolyFlex III Crack Sealant. (Alligatored Areas Not Included.) *Crack Seal Quantity Is Only An Estimate. Crack Seal Will Be Billed For Actual Quantity Used.	9,000.00	LB	\$1.67	\$15,030.00
Apply PMM Sealer Provide Traffic Control And Barricades During Our Scope Of Work. Power Sweep/clean Asphalt Surface. Furnish And Apply Two (2) Coats Of PMM Sealer By Spray Application. SealMaster PMM has 3-5 lbs. of Aggregate per gallon blended with 2 Percent Polymer Modified Latex. (Adhesion Or Bonding Of Seal Coat Materials Is Not Warranted In Areas Exposed To Automotive Fluids And/or Other Spills.)	56,961.00	SY	\$1.10	\$62,657.10
Pavement Markings PERMANENT PAINT WHITE, 4" EQUIV. - 25,565 LF PERMANENT PAINT YELLOW, 4" EQUIV. - 3,600 LF 4" EQUIV. WHITE EXTRUDED THERMOPLASTIC 90MIL - 28,005 LF 4" EQUIV. YELLOW EXTRUDED THERMOPLASTIC 90MIL - 3,600 LF 4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL - 4,065 LF PREFORMED TAPE SYMBOL, LEFT ARROW (3M 270) - 11 EA PREFORMED TAPE SYMBOL, RIGHT ARROW (3M 270) - 10 EA TYPE D RPM (2-WAY YELLOW) - 215 EA TYPE G RPM (1-WAY WHITE) - 500 EA OBLITERATE EXISTING STRIPING, 4" EQUIV. - 35,670 LF OBLITERATE SYMBOL OR LEGEND - 21 EA REMOVE RAISED PAVEMENT MARKER - 715 EA	1.00	LS	\$54,570.78	\$54,570.78
Traffic Control (Allowance) Provide Traffic Control & Barricades Within Our Scope Of Work Per City Of El Mirage Requirements. TCP's Are To Be Drafted And Submitted To City Of El Mirage For Approval Prior To Start Of Work. Traffic Control Will Be An Allowance Item In Order To Provide All Of The Requested Labor & Devices (Flaggers, VMB's, Off-Duty Officers, Etc.) At The City's Direction. Costs Shown Are Only An Estimate. Actual Costs For Traffic Control Items Will Be Billed At Cost Plus 10% Mark-Up. These Items Will Be Subject To Tax & Bond As Part Of The Overall Contract Value.	1.00	AL	\$18,725.00	\$18,725.00

Subtotal for above El Mirage - Cactus to Cinnabar Items: \$150,982.88

City of El Mirage 6.0450%: \$9,126.92

Total Price for above El Mirage - Cactus to Cinnabar Items: \$160,109.80

Section 12

Crack Seal

38,750.00 LB \$1.67 \$64,712.50

Provide Traffic Control And Barricades During Our Scope Of Work.
Power Clean With High Volume Air As Needed And Seal All Cracks 1/4 In
And Larger With Crafcoc PolyFlex III Crack Sealant. (Alligatoreed Areas
Not Included.)

***Crack Seal Quantity Is Only An Estimate. Crack Seal Will Be
Billed For Actual Quantity Used.**

Apply PMM Sealer

75,999.00 SY \$1.10 \$83,598.90

Provide Traffic Control And Barricades During Our Scope Of Work.
Power Sweep/clean Asphalt Surface.
Furnish And Apply Two (2) Coats Of PMM Sealer By Spray Application.
SealMaster PMM has 3-5 lbs. of Aggregate per gallon blended with 2
Percent Polymer Modified Latex. (Adhesion Or Bonding Of Seal Coat
Materials Is Not Warranted In Areas Exposed To Automotive Fluids
And/or Other Spills.)

Pavement Markings

1.00 LS \$3,450.00 \$3,450.00

PERMANENT PAINT WHITE, 4" EQUIV. - 600 LF
PERMANENT PAINT YELLOW, 4" EQUIV. - 790 LF
24" PAINTED YELLOW CIRCLE - 4 EA
4" EQUIV. YELLOW EXTRUDED THERMOPLASTIC 90MIL - 310 LF
4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL - 600 LF
4" EQUIV. YELLOW TRANSVERSE THERMOPLASTIC 90MIL - 480 LF
OBLITERATE EXISTING STRIPING, 4" EQUIV. - 1,390 LF
OBLITERATE SYMBOL OR LEGEND - 4 EA

Traffic Control (Allowance)

1.00 AL \$26,450.00 \$26,450.00

Provide Traffic Control & Barricades Within Our Scope Of Work Per City
Of El Mirage Requirements. TCP's Are To Be Drafted And Submitted To
City Of El Mirage For Approval Prior To Start Of Work. Traffic Control
Will Be An Allowance Item In Order To Provide All Of The Requested
Labor & Devices (Flaggers, VMB's, Off-Duty Officers, Etc.) At The City's
Direction. Costs Shown Are Only An Estimate. Actual Costs For Traffic
Control Items Will Be Billed At Cost Plus 10% Mark-Up. These Items Will
Be Subject To Tax & Bond As Part Of The Overall Contract Value.

Subtotal for above Section 12 Items: \$178,211.40

City of El Mirage 6.0450%: \$10,772.88

Total Price for above Section 12 Items: \$188,984.28

Bid Price Subtotal: \$329,194.28

Total City of El Mirage 6.0450%: \$19,899.79

Total Bid Price: \$349,094.07

Notes:

- **In order to hold pricing, this proposal must be signed and returned within 30 days from the bid date specified above.**
- Pricing excludes night/weekend work, permits, fees, bonds, notifications, QC testing, utility adjustment hardware, gate loops, painting bumper blocks, permanent signage, herbicide, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.
- Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

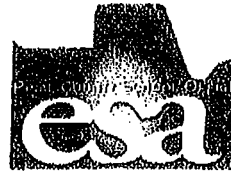
Sunland Asphalt & Construction, LLC.

Authorized Signature: _____

Project Consultant: Chance Cherry
(602) 288-5052



Contract Extension



April 5, 2021

Sunland Asphalt & Construction, Inc.
775 W. Elwood Street
Phoenix, AZ 85020
Attn: Colln O'Brien (colbrien@sunlandasphalt.com, lfolsom@sunlandasphalt.com)

Re: Extension Agreement for Contract #17-16P-05, Asphalt Products and Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until June 28, 2022. This is the fifth and final year of a five-year agreement. Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- Proof/Verification of ROC Licensing in good standing (if applicable).
- Proof of any other applicable licensing related to your contract.
- Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- Current SAM Verification and/or DUNS Number.
- Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- Our contract utilizes firm-fixed pricing. We agree to hold the current firm-fixed prices until 6/28/2022.
- We agree to hold current MSRP/List pricing until 6/28/2022. Percentage Discounts remain the same as per contract terms and conditions.
- We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We are aware of new price lists that will be coming available during the upcoming contract year. We will present those when received for approval.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Alken by email: malken@1GPA.org.

Vendor Acceptance/Signature:		<small>02/15/2018 10:00 AM 10/15/2018 10:00 AM 10/15/2018 10:00 AM 10/15/2018 10:00 AM 10/15/2018 10:00 AM 10/15/2018 10:00 AM 10/15/2018 10:00 AM 10/15/2018 10:00 AM 10/15/2018 10:00 AM 10/15/2018 10:00 AM</small>
Printed Name: Alex DeClusin		
Title: Vice President	Date: 04-15-21	
1GPA Authorized Signature: <i>Christy Knorr</i>		
Printed Name: Christy Knorr		
Title: Vice President	Date: 4/29/2021	
Pinal County ESA Authorized Signature: <i>Jill M. Broussard</i>		
Printed Name: Jill Broussard		
Title: Superintendent	Date: 5/3/2021	



Executive Summary
Asphalt Products and Services
IFB 17-16P

The purpose of this Invitation for Bid (IFB) is to establish a contract with responsive/responsible contractor(s) that provide Asphalt Products and Services to be utilized by the Lead Agency and Members of IGPA Cooperative on an as-needed basis. The solicitation is broken down into the following categories: Existing Asphalt, New Asphalt, and Related Services. Products and/or services may include, but are not limited to asphalt surface patching, removal and replacement of asphalt, speed bumps/humps, asphaltic concrete paving, fabric overlays, pulverizing, concrete, saw cutting, parking lot sweeping, sealants, crack seals, emulsion sealers, excavation, soil stabilization, striping, flatwork, and much more asphalt related services.

IGPA is awarding contracts to cover all of Arizona. Firms were also allowed to submit responses to include other states. Firms shall follow the laws as applicable in all states in which they submitted bids and assure that this solicitation meets the requirements of said states. Pinal County ESA is the lead agency for this solicitation.

On May 12, 2017 the invitation for bids was issued and sent to the prospective bidders via Public Purchase website and posted on the IGPA website. A total of 166 vendors received notification of the solicitation. This solicitation was advertised in the Florence Blade on May 18, 2017 and May 25, 2017 as the official paper of Pinal County. A Pre-Bid Conference was held on May 18, 2017 to review contract terms and conditions, scope of work and review pricing structure of the contract with prospective bidders. The Public Bid Opening was held on June 9, 2017 at 11:00 a.m. at the IGPA Office at 1910 W. Washington St., Phoenix, AZ 85009. Six (6) bids were received by the due date and time.

The bids were initially reviewed to determine responsiveness and responsibility as required in the IFB. All six (6) bids were considered responsive and responsible. Bids were then evaluated per line item of the Cost Form. Each bidder was ranked highest to lowest rank based on the pricing submitted. Cost Formula was utilized for all lines to determine a "score" for each line item given a weight of 100 points each. After all lines were evaluated, an average score was calculated which then received a Rank score from highest to lowest. After initial ranking of all firms was established, an analytic review of the scope of services was performed to review what each firm offered in the contract by category. After categories were reviewed, regions and locations were also analyzed to determine if the members of IGPA that are located outside of Maricopa County and Arizona would have coverage for the contract nationally. The evaluation committee consisted of Jennifer Muñoz, Director of Procurement and Compliance, IGPA, and Ken Carter, Executive Director, IGPA and Claudia Leon, Director of Purchasing, Paradise Valley USD.

It is determined that a single award is not advantageous to cooperative members of IGPA. The solicitation authorized multiple awards to meet the needs of IGPA's various types of members' needs and locations in Arizona and in other states. Award is recommended to the least number of Offerors which offered the most advantageous proposals. The decision is based upon considerations for IGPA members to select firms based on the scope of services needed and offered by each firm, vendor's ability to provide

1910 W. Washington St., Phoenix, AZ. 85009
www.IGPA.org

for a diverse membership, and locations served. A detailed summary of the recommendation to award each firm is provided with the Multiple Award Justification.

Awarded Firms

Ace Asphalt of Arizona, Inc.
Cactus Asphalt, A Division of Cactus Transport, Inc.
Regional Pavement Maintenance of AZ, Inc.
Roadrunner Paving & Asphalt Maintenance LLC
Sunland Asphalt & Construction

Non-Awarded Firms:

M.R. Tanner Construction

This is a multi-year contract beginning from date of award for one year. The contract may be extended up to a maximum of four (4) additional years on a year-to-year basis. Annual renewals would be based solely on the determination of the Lead Agency and IGPA as to the performance, costs and general quality of the services provided by the successful vendors selected. Determination for usage of a Multiple Term Contract in accordance with A.A.C. R7-2-1093 has been provided in the solicitation files.



P1 Paving and Construction LLC

8550 N 91ST AVE STE. 75 PEORIA, ARIZONA 85345
 OFFICE: (623) 594-7174 FAX: (623) 594-7159

PROPOSAL

ATTN: Cason Chambers - COEM

SUBJECT: Utilities Customer Service

ADDRESS: 14406 N Alto St, El Mirage

P1 Paving and Construction submits the following proposal for your consideration and acceptance.

- A) Saw cut existing concrete sidewalk – Estimated 18 LF of 6’ sidewalk – and replace with a modified COP P1241-4 – (attached – no wings will be required as sidewalk is already 6’ wide). \$4,150
- B) Saw cut, remove and replace 3” depth AC in employee parking lot. Estimated 1340 SF @ \$5.50 / SF \$7,370
- C) Re-stripe employee parking lot to add a 132” wide, van accessible ADA parking spot on the far north end along with a 60” wide access aisle. This will then allow for 7 – 102” wide parking spots to the south. Includes front parking lot \$1,800
- D) Saw cut, remove and replace 3” depth AC in the front parking lot. Estimated 1776 SF @ \$5.50 / SF \$9,768

TOTAL: \$23,088

+TAX (8.1%) =

GRAND TOTAL OF \$24,958.12

Proposal includes/excludes the following:

Saw Cutting	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>	Utility adjustments	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Prevailing Wage	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Survey & Engineering	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Slurry / Micro Seal	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Sales Tax	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Sub-Grade Prep	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>	Rubberized Asphalt	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Permits & Testing	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Concrete haul off	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>	Barricades	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Nights/Weekends	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Haul off Asphalt	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>	Hot Rubber Asphalt Joint	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>	Plant opening fees	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Removals		<input type="checkbox"/>		<input type="checkbox"/>	Sealer		<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>

PROVISIONS:

- All work is to be measured upon completion and will be billed at the unit cost for the measured quantities with minimum invoice for the quantity of work stated in the description of work above.
- Work will not be scheduled until an acceptable contract containing these unit prices, inclusions, exclusions and provisions have been signed by both parties.

Matt Tormey

P1 Paving and Construction LLC

DATE: 11/18/2021

PRICE GOOD THRU: 12/31/2021

ACCEPTED BY: _____



P1 Paving and Construction LLC

8550 N 91ST AVE STE. 75 PEORIA, ARIZONA 85345
OFFICE: (623) 594-7174 FAX: (623) 594-7159

PROPOSAL

ATTN: Cason Chambers - COEM

SUBJECT: Berry lane Mill and Overlay

ADDRESS: Berry lane from 12309 to 12411

P1 Paving and Construction submits the following proposal for your consideration and acceptance.

Mill 2" depth – 4' wide along south side of the road. Starting at 12309 and going to 12411
Pave back with new AC, crack seal all paving – 2700 sf @ \$3.15 / SF = \$8,505

+ 8.1%Tax – Total: \$9,193.90

Proposal includes/excludes the following:

Saw Cutting	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Utility adjustments	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Prevailing Wage	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Survey & Engineering	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Slurry / Micro Seal	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Sales Tax	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Sub-Grade Prep	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>	Rubberized Asphalt	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Permits & Testing	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Concrete haul off	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Barricades	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>	Nights/Weekends	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Haul off Asphalt	yes	<input checked="" type="checkbox"/>	no	<input checked="" type="checkbox"/>	Hot Rubber Asphalt Joint	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>	Plant opening fees	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Removals		<input type="checkbox"/>		<input type="checkbox"/>	Sealer		<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>

PROVISIONS:

- All work is to be measured upon completion and will be billed at the unit cost for the measured quantities with minimum invoice for the quantity of work stated in the description of work above.
- Work will not be scheduled until an acceptable contract containing these unit prices, inclusions, exclusions and provisions have been signed by both parties.

Matt Tormey

P1 Paving and Construction LLC

DATE: 11/18/2021

PRICE GOOD THRU: 12/31/2021

ACCEPTED BY: _____



P1 Paving and Construction LLC

8550 N 91ST AVE STE. 75 PEORIA, ARIZONA 85345
 OFFICE: (623) 594-7174 FAX: (623) 594-7159

PROPOSAL

CUSTOMER

ATTN: Cason Chambers

SUBJECT: Parking lot seal

ADDRESS: 11929 W Thunderbird Rd

P1 Paving and Construction submits the following proposal for your consideration and acceptance.

OPTIONAL – Go in and sand and burn any low or rocky portions prior to seal-coat and re-stripe – This would simply fix a few bad spots in the parking lot **\$1,750**

Seal-coat estimated 12,500 SF (just west side of the building) and re-stripe to existing **\$4,800**

+ 8.1% tax OPT \$141.75

+8.1% tax \$388.80

Proposal includes/excludes the following:

Saw Cutting	yes	___	no	<u>x</u>	Utility adjustments	yes	___	no	<u>x</u>	Prevailing Wage	yes	___	no	<u>x</u>
Survey & Engineering	yes	___	no	<u>x</u>	Slurry / Micro Seal	yes	___	no	<u>x</u>	Sales Tax	yes	___	no	<u>x</u>
Sub-Grade Prep	yes	___	no	<u>x</u>	Rubberized Asphalt	yes	___	no	<u>x</u>	Permits & Testing	yes	___	no	<u>x</u>
Concrete haul off	yes	___	no	<u>x</u>	Barricades	yes	___	no	<u>x</u>	Nights/Weekends	yes	___	no	<u>x</u>
Haul off Asphalt Removals	yes	___	no	<u>x</u>	Hot Rubber Asphalt Joint Sealer	yes	___	no	<u>x</u>	Plant opening fees	yes	___	no	<u>x</u>

PROVISIONS:

1. All work is to be measured upon completion and will be billed at the unit cost for the measured quantities with minimum invoice for the quantity of work stated in the description of work above.
2. Work will not be scheduled until an acceptable contract containing these unit prices, inclusions, exclusions and provisions have been signed by both parties.

Matt Tormey
P1 Paving and Construction LLC

DATE: 10/21/2021

PRICE GOOD THRU: 12/31/2021

ACCEPTED BY: _____

AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of July, 2018 by and between P4 Paving & Construction, LLC (hereinafter referred to as "Contractor") and the City of El Mirage, Arizona, a municipal corporation, (hereinafter referred to as "City").

Whereas, City issued Request for Proposal (hereinafter "RFP") No. PW19 - JOC01 seeking proposals from contractors to provide Job Order Contracting for asphalt, concrete, and grading projects on property owned and/or controlled by City; and,

Whereas, Contractor submitted a response to City RFP No. PW19 - JOC01 offering to provide Job Order Contracting for asphalt, concrete, and grading projects from identified property owned and/or controlled by City (hereinafter "Proposal"); and,

Whereas, City has determined that Contractor's Proposal is in conformance with the requirements of RFP No. PW19 - JOC01 and best meets the needs of the City.

NOW, THEREFORE, Contractor and City hereby agree as follows:

1. Contractor agrees, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the City, the following work, Job Order Contracting for asphalt, concrete, and grading projects, in accordance with the City of El Mirage RFP No. PW19 - JOC01 and Contractor's Proposal in response to RFP No. PW19 - JOC01, which are hereby specially referred to and by such reference made a part hereof in their entirety. RFP No. PW19 - JOC01 shall consist of the following documents, which are incorporated herein by this reference: Notice of Request for Proposals; Instructions and Proposal Conditions; Scope of Work and Project Specifications; General Terms and Conditions; Proposal; Bid Tab; Appendix's; and Exhibit's.
2. City agrees to pay Contractor, and Contractor agrees to accept, as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this Agreement, the amounts set forth in Contractor's Proposal in response to RFP No. PW19 - JOC01.
3. The City hereby promises and agrees with the Contractor to retain, and does hereby retain, Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement, RFP No. PW19 - JOC01 or the Proposal, then this Agreement and the provisions terms of RFP No. PW19 - JOC01 shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or RFP No. PW19 - JOC01, unless expressly so stated herein.
5. Time is of the essence to the terms of this contract.
6. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS. To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately terminate the Agreement.

The Contractor further agrees to include the following language in all subcontracts entered into by Contractor with any person or entity to perform work on the Agreement and to terminate the agreement with any subcontractor who violates any of the warranties set forth in said language below.

To the extent applicable under A.R.S. § 41-4401, Subcontractor warrants to Contractor and the City of El Mirage Subcontractor's compliance with all federal immigration laws and regulations that relate to its compliance with the E-verify requirements under A.R.S. § 23-214(A). Subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the subcontract by Contractor at the direction of the City of El Mirage. Subcontractor further acknowledges the City of El Mirage's right to randomly inspect the papers and records of Subcontractor to ensure that Subcontractor is complying with the above-mentioned warranty.

Subcontractor warrants to keep the papers and records open for random inspection during normal business hours by City of El Mirage. Subcontractor shall cooperate with City of El Mirage's random inspections including granting the City entry rights to Subcontractor's property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The failure of Subcontractor to comply with this warranty regarding the keeping of papers and records and failure to cooperate with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately require Contractor to terminate the Agreement with Subcontractor.

7. ATTORNEY'S FEES & DISPUTE RESOLUTION. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.

Executed and entered into on the date first written above.


CITY:


CONTRACTOR:



By: Crystal Dyches

Its: City Manager

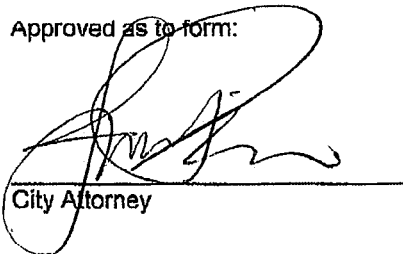


By: 

Its: OWNER

Approved as to form:

Attest:


City Attorney
Sharon Antes, City Clerk