



**Offer and Acceptance**

**To the City of Yuma:** The undersigned Contractor hereby offers and agrees to furnish the goods and/or services in compliance with this Contract, as the term Contract is defined in this document.

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

AZ Transaction Privilege Tax License # <i>(if applicable)</i>	20516558 (APP) / 07215741 (Cactus)
Arizona Contractor License # <i>(if applicable)</i>	261874-A (APP) / 194430-A (Cactus)
Arizona Registrant License # <i>(if applicable)</i>	
City of Yuma Business License #	CNTR-042265-01-2024
Company Name	APP-Cactus Joint Venture (ACJV)
Address	8211 W. Sherman St.
City, State, ZIP	Tolleson AZ 85353
Telephone	623-907-2800
Email Address	ja@pavementpreservationgroup.com
Contact Person Authorized to Sign	Jeff Abram
Title of Authorized to Sign	Director of Sales/Estimating
Date	8/7/2024
Signature	<b>Jeff Abram</b> Digitally signed by Jeff Abram Date: 2024.08.07 14:23:34 -07'00'

**ACCEPTANCE OF OFFER – CITY OF YUMA**

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

  
Acting City Administrator, John D. Simonton

Approved as to form:

Attested by:

  
Richard W. Files, City Attorney

  
Lynda L. Bushong, City Clerk

Effective Date: 9.9.2024



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF YUMA  
AND  
AMERICAN PAVEMENT PRESERVATION (APP)  
/ CACTUS JOINT VENTURE (ACJV)**

This Contract ("Agreement") is entered into as of the Effective Date set forth in the executed Offer and Acceptance Form between the City of Yuma, an Arizona municipal corporation, ("the City") and American Pavement Preservation (APP) / Cactus Joint Venture (ACJV), (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

**RECITALS**

- A. The City issued a Request for Qualifications, RFQ-24-350 "Pavement Preservation Services" (the "RFQ"), a copy of which is on file in the City Clerk's Office and incorporated by reference.
- B. The Contractor responded to the City by submitting a proposal (the "Proposal"), attached as Exhibit A and incorporated by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

**AGREEMENT**

In consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Contractor agree as follows:

- 1. **Term of Agreement.** This Agreement shall be effective as of the Effective Date set forth in the Offer and Acceptance Form fully executed by both Parties. The Agreement term is for a one-year term with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance.
- 2. **Scope of Work.** Contractor shall provide the Services as set forth in the Scope of Work, attached as Exhibit A and incorporated by reference.
- 3. **Compensation.** The City shall pay Contractor for the Services at the rates set forth in each Purchase Order awarded to Contractor.
- 4. **Payments.** The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
- 5. **Documents.** All documents, including any intellectual property rights, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
- 6. **Contractor Personnel.** Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.



7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain current federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, Contractor's employees, or sub-contractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each City Council member, officer, director, employee or agent thereof (the City and any such person shall be deemed an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable Contractors' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions in connection with the work or services of the Contractor, Contractor's officers, employees, agents, or any tier of sub-contractor or person attributable to Contractor in the performance of this Agreement.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

10.2 For Cause.

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to the non-defaulting Party at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that the default cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure the nonperformance and diligently continues to completion the cure of the nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.4 Conflict of Interest. . This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of City's departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of City's departments or agencies 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 of the Agreement with respect to the subject matter of the Agreement.

10.5 **Gratuities.** The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

11. Before the commencement of any services, the Contractor must provide the City with **certificates of insurance and formal endorsements** identifying this Agreement by the City's contract number and name. All required insurance policies, except Workers' Compensation and Professional Liability must name the City, and City's employees, as Additional Insured with endorsement. Workers' Compensation and Professional Liability insurance must contain an endorsement waiving subrogation and Contractor must waive subrogation against the City. All insurance policies are subject to approval by the City. All policies, except Workers' Compensation and Professional Liability, must include an endorsement providing that such insurance under Contractor's policy is primary insurance and that any other insurance maintained by the City is excess and noncontributing with the insurance required under this section. Policies must be written on a per occurrence basis. The Contractor must give the City 30 days written notice before canceling, terminating, or altering any policy. The Contractor's failure to furnish evidence of insurance will be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: [purchasingweb@yumaaz.gov](mailto:purchasingweb@yumaaz.gov)

- A. The Contractor must carry **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. The policy must contain a waiver of subrogation by the insurance carrier. Contractor must also waive subrogation.



- The Contractor must require sub-Contractor(s) to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.
- B. The Contractor must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than \$1 million for each occurrence on all vehicles the Contractor uses, whether owned or leased, in the performance of the work or services under this Agreement. *If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3 million per accident limits for bodily injury and property damage will apply.*
  - C. The Contractor must carry **Commercial General Liability** insurance with an unimpaired limit of not less than \$1 million for each occurrence with a General Aggregate Limit of \$2 million. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project, and the Contractor must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverages shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED SHALL BE AN ISO FORM B (CG 20 10 10 01 or CG 20 34 10 01 AND CG 20 37 10 01), OR EQUIVALENT.
  - D. The Contractor must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than \$2 million per occurrence combined limit bodily injury and property damage, in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.
  - E. The Contractor must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Contractor, Contractor's agents, and employees, with an unimpaired limit of \$2 million each claim and \$2 million all claims.
  - F. The amount and types of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. Miscellaneous.

12.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Contractor, not as an employee or agent of the City. Contractor, Contractor's employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, Contractor's employees, or subcontractors. The Contractor, and not the City, shall determine the time of Contractor's performance of the services provided under this Agreement so long as Contractor meets the requirements of Contractor's agreed Scope of Work as set forth in Section 2 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing Contractor's profession elsewhere.

12.2 Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, John M. Roll Courthouse if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.



12.3 Laws and Regulations. Contractor shall comply with the Americans with Disabilities Act (ADA) and shall indemnify City for any costs, including but not limited to, damages, Contractor's fees, and staff time in any action or proceeding brought alleging violation of the ADA by Contractor. Contractor shall not discriminate against any person based on race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09 as such may be amended from time to time. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. The Contractor shall include similar requirements of all sub-Contractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of Contractor's duties under this Agreement ensure that Contractor and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to Contractor's performance under this Agreement.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons authorized to enter into contracts on behalf of the City and the Contractor.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though such provisions were included and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be amended to make such insertion or correction.

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in a written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

12.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether



subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of an payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable Attorney's fees and reasonable costs and expenses, determined by the court and not the jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	If to Contractor:
City of Yuma	APP/Cactus (ACJV)
Attn: City Administrator	Jeff Abram
One City Plaza	8211 W Sherman Street
Yuma, Arizona 85364	Tolleson, AZ 85353

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not the Party's counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.



12.15 Force Majeure. A Party may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, pandemic, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, that the non-performance is not due to the fault or neglect of the Party not performing.

12.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Contractor's records or obtained from the City or from others in carrying out Contractor's obligations under this Agreement shall not be used or disclosed by either, Contractor's agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

12.17 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Contractor and Contractor's subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Contractor's or Contractor's subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the documents of all Contractor personnel who provide services under this Agreement to ensure that Contractor or Contractor's subcontractors are complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at City's sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

12.18 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the Contractor's Proposal, the documents shall govern in the order listed.

12.19 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

12.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Agreements developed by the City, at their discretion and with the Agreement of the awarded Contractor. Contractor may, at Contractor's sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive



obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

12.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of Contractor's obligations is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

12.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

12.23 Boycott of Israel. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement that the Contractor will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12.24 Forced Labor of Ethnic Uyghurs Prohibited. Contractor shall comply with the applicable requirements of Arizona Revised Statutes § 35-394 and hereby certifies and agrees Contractor does not currently use and will not use for the item of this Contract: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12.25 Survival. The obligations of Contractor under this Section shall survive the termination of this Agreement.

12.26 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

**OFFER AND ACCEPTANCE FORM ATTACHED (After Fully Executed)**



EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF YUMA  
AND  
**APP / CACTUS (ACJV)**

[Contractor's Proposal]

See following pages.

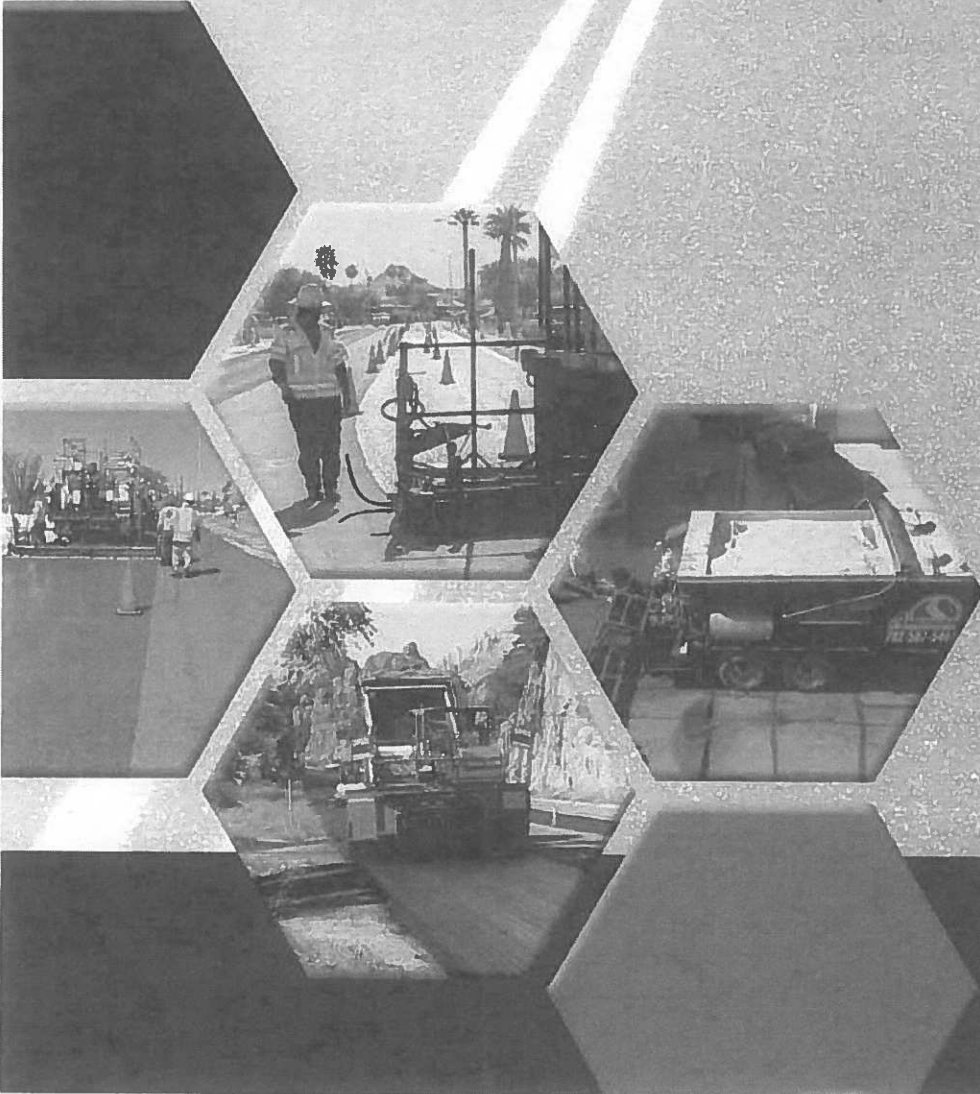


**RESPONSE TO RFQ-24-350**

# **PAVEMENT PRESERVATION SERVICES**

**AUGUST 8, 2024**

**ATTN: MARY E. ROMAN, BUYER  
CITY OF YUMA, PROCUREMENT  
ONE CITY PLAZA  
YUMA, AZ 85364**



*APP-Cactus Joint Venture (ACJV)*

**TITLE PAGE**

COMPANY NAME  
American Pavement Preservation

ADDRESS  
4725 East Cartier Avenue  
Las Vegas, NV 89115

EMAIL  
info@americanpave.com

WEBSITE  
www.americanpave.com

PHONE NUMBER  
(702) 507-5444

NAMES(S) OF PRINCIPALS  
Eric Reimshuessel  
John Stanton

COMPANY NAME  
Cactus Asphalt

ADDRESS  
8211 West Sherman St.  
Tolleson, AZ 85353

EMAIL  
info@cactusasphalt.com

WEBSITE  
www.cactusasphalt.com

PHONE NUMBER  
(623) 907-2800

NAMES(S) OF PRINCIPALS  
Jim Pulice  
Josh Swartzendruber

August 8, 2024

Attn: Mary E. Roman, Buyer  
City of Yuma, Procurement  
One City Plaza  
Yuma, AZ 85364



**RE: Response to RFQ-24-350 - Pavement Preservation Services**

Dear Ms. Roman and Members of the Selection Committee:

**APP/Cactus Joint Venture (ACJV)** would like to express our interest in being selected by the City of Yuma (City) for RFQ-24-350 - Pavement Preservation Services.

**a) Background, distinguishing qualities, and capabilities.** American Pavement Preservation (APP) is a leader in the asphalt pavement preservation and placement industry throughout the Southwest, including recent experience with City of Yuma. APP has joint ventured with Cactus Asphalt (Cactus), another regional leader and innovator in pavement preservation. Together, APP and Cactus can bring the City unparalleled knowledge and reliability with experienced crews that can mobilize quickly to meet the needs of this contract. ACJV has extensive experience with all types of roadway projects, providing our team with a deep understanding of the variability of construction practices in this field. As a result, both APP and Cactus have developed successful processes and procedures that are specific to pavement preservation. ACJV is ready to deliver projects to the City with high quality, shorter work durations, and minimal inconvenience to the public. We are committed to diversifying and aim to self-perform 95% of the work procured.

**b) Areas of specialty.**

ACJV's services include, slurry seal, micro-surfacing, crack seal, seal coat, asphalt paving and patching, pavement markings, chip seal (FAST), asphalt binder blending, and traffic control.

**c) Number of employees.**

ACJV combined employs over 480 well-trained and dedicated personnel.

**d) Contact person / key personnel availability.**

Jeff Abram, Estimator, will be the contact person for our submittal. All key personnel identified in this SOQ are available for the duration of this contract.

**e) Identification information / legal organization / principal office location and work role / licenses.**

APP and Cactus have decided to form a Joint Venture for this contract to offer the City the largest pavement preservation force in the Southwest.

APP is a Limited Liability Company (LLC). Cactus is an S Corporation.

Cactus' office, located at 8211 West Sherman St. in Tolleson, Arizona, will be our principal office. This office will serve as the home for all scheduling, estimating, work planning, and coordination required for this contract.

APP holds an A-General license with the Arizona Registrar of Contractors - License #261874.

Cactus holds an A-General license with the Arizona Registrar of Contractors - License #194430.

**f) Firm description / length of time firm has been in business.**

See item a. for firm descriptions. APP has been in business for over 40 years and Cactus has been in business for over 45 years.

**g) Terminated contracts / h) Claims**

APP and Cactus have no terminated contracts, subcontracts, or claims that resulted in litigation or arbitration within the last five years.

**ACJV is excited to continue our relationship with the City through this contract for many years. We look forward to hearing from the City and moving this process forward.**

**i) The Letter is to be signed by the individual with authority to bind the Contractors contractually.**

Sincerely,

Jeff Abram, Estimator  
(602) 377-5651

ja@pavementpreservationgroup.com

**ACJV takes no exceptions to the terms and conditions to the solicitation and contract. ACJV acknowledges receipt of Addendum #1, dated July 30, 2024.**



(623) 907-2800



americanpave.com / cactusasphalt.com



8211 West Sherman Street, Tolleson



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**Cactus**

*APP-Cactus Joint Venture (ACJV)*



# A. Industry Experience



APP-Cactus Joint Venture (ACJV)

## A. INDUSTRY EXPERIENCE

### a) Firm's/Team's Work History

American Pavement Preservation (APP) has been in business for more than 26 years and operates as a Limited Liability Company (LLC). In September 2020, it was acquired by American Pavement Preservation Holdings, Inc. (APPH). On February 7, 2023, Cactus Asphalt (Cactus) merged with APPH and became subsidiaries with APP. Under APPH, Cactus and APP are able to utilize resources from each firm to further enhance their services. APP is a regional leader in slurry seal and micro surfacing applications, and has extensive expertise across Arizona, Nevada, Utah, Idaho, New Mexico, and Wyoming. This team brings unparalleled pavement preservation experience under one umbrella. The continued success of our operations is ensured by the same dedicated management team, now further strengthened by the expertise of key personnel from Cactus Asphalt.

Cactus Asphalt is a prominent regional leader and innovator in pavement preservation, with over 45 years of experience. Operating as an S Corporation, we have extensive expertise across Arizona, Texas, Colorado, and New Mexico. Founded in 1979, Cactus remains a small, locally-owned business in Arizona and is widely recognized as one of the most respected asphalt companies in the Southwest.

Before becoming subsidiaries of APPH, APP and Cactus had successfully partnered on projects for over 15 years. ACJV leads the Southwest in pavement preservation, systems, and applications. With our skilled workforce, ACJV has the capability to self-perform 95% of the work anticipated on this contract.

### Team's Experience in the City of Yuma

APP and Cactus have 30 years of combined experience working with the City of Yuma. Our team has established relationships with City personnel and has worked together to solve issues and provide quality projects. Additionally, ACJV has experience and knowledge conforming to the City's procedures and expectations.

### b) Comprehension of Goals and Objectives of this Contract

Early in the process, ACJV will meet with the City and all key team members to launch the project's kick-off. This will happen before work is scheduled or procured so all parties can get acquainted.

The team approach to partnering is an integral part of every project. Adequate organization, planning, cooperation, and communication are essential to successful partnering efforts. Methods of communication through a tiered system add to the effectiveness of any partnership. It is important for all stakeholders to develop these skills from the introduction phase, starting with the first project.

## BENEFITS OF OUR TEAM

**480+**

in-house personnel to support and provide the capacity to self-perform up to 95% of the work under this contract.

**45 million**

SF of pavement preserved in the City of Yuma by APP

**24 hours**

ACJV's average response time (from initial call to the start of pricing and estimating)

**30 years**

of experience working with the City of Yuma

**84 hours**

ACJV's average response time to provide fully vetted and accurate pricing to our clients

ACJV's lines of communication begin with Program Manager Eric Reimschiessel. He is the City's single point of contact for all administration on this contract. Eric will work with the ACJV team to facilitate projects and to ensure the City's needs are met. In the field, the City will work with our project manager, Parrish Bowes. Parrish oversees all aspects of the work included in the project. Eric will work with the City to resolve questions about field operations or concerns as necessary.

Pavement preservation work demands a tailored approach to meet the diverse needs of existing pavement and project variables. Partnering with ACJV means having complete control over materials and application of preservation systems, ensuring the most practical and cost-effective methods for the City. Our comprehensive scope of work includes pavement repairs, crack seal, mastic, scrub seal, fog seal, surface seals, chip seal, slurry seal, fiberized slurry, micro surface, striping, traffic control, and related services. With each project area presenting unique conditions and variables, ACJV commits to analyzing and recommending best practices to preserve the City's pavement assets effectively.

**FIGURE 1:** Copies of Arizona Contractors Licenses

LICENSE EFFECTIVE THROUGH: **January 31, 2026**  
STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT



**American Pavement Preservation LLC**

CONTRACTORS LICENSE NO. **ROC 261874** CLASS **A**

**General Commercial  
General Engineering**

THIS CARD MUST BE PRESENTED UPON DEMAND



Tom Cole, Director

**c) Licenses**

APP holds an A-General license with the Arizona Registrar of Contractors - License #261874.


Cactus Asphalt holds an A-General license with the Arizona Registrar of Contractors - License #194430.

*Figure 1 below displays copies of our licenses.*

**d) Employees are Fully Trained and Completely Familiar with the Scope of Work**

ACJV crews are fully trained and ready to start on projects immediately. All proposed team members and crews have a minimum of three years of experience in the scopes included in this contract. Additionally, our experience has been proven by the quality work provided and witnessed by the City on past projects.

LICENSE EFFECTIVE THROUGH: **March 31, 2026**  
STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT

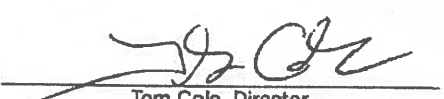


**Cactus Transport II LLC  
Cactus Asphalt**

CONTRACTORS LICENSE NO. **ROC 194430** CLASS **A**

**General Commercial  
General Engineering**

THIS CARD MUST BE PRESENTED UPON DEMAND



Tom Cole, Director

**e) Proposed Subcontractors**

ACJV does not currently propose any subcontractors for the work scope of this contract. With our skilled workforce and over 40+ years of experience across Arizona, ACJV has the capability to self-perform 95% of the work anticipated on this contract.

In the event work is to be subcontracted, we will work with the City to select qualified and preferred subcontractors utilizing our subcontractor selection plan below. *Table 1 presents the scopes of work that can be self-performed and/or subcontracted.*

**Subcontractor Selection Plan**

ACJV will consider using qualified subcontractors for all specialty trades needed for each project. Selection will not be made by the lowest price alone but through a combination of price and performance factors. To ensure the best mixture of price, productivity, and quality from our subcontracting team, ACJV will consider the following performance factors when selecting subcontractors:

- 1. Work performance and experience
- 2. Partnering ability
- 3. Cost control and pricing
- 4. Safety program compliance
- 5. Overall quality of work

*ACJV will assign a point value to each of the five factors listed (0-5 points) and will determine the subcontractor to be selected based on the total score.*

Implementing these factors into the subcontractor selection process allows for a fair and precise evaluation of each respondent. ACJV can then choose the most qualified subcontractors based on the needs of each project.

ACJV will implement this subcontractor selection plan in the beginning stages of a project to determine which subcontractors will be qualified to provide further pricing when needed. This selection plan benefits the City and ACJV by ensuring that a predetermined, qualified team is assembled to construct all projects and is done in cooperation with the City. *Additional advantages are outlined in Figure 2.*

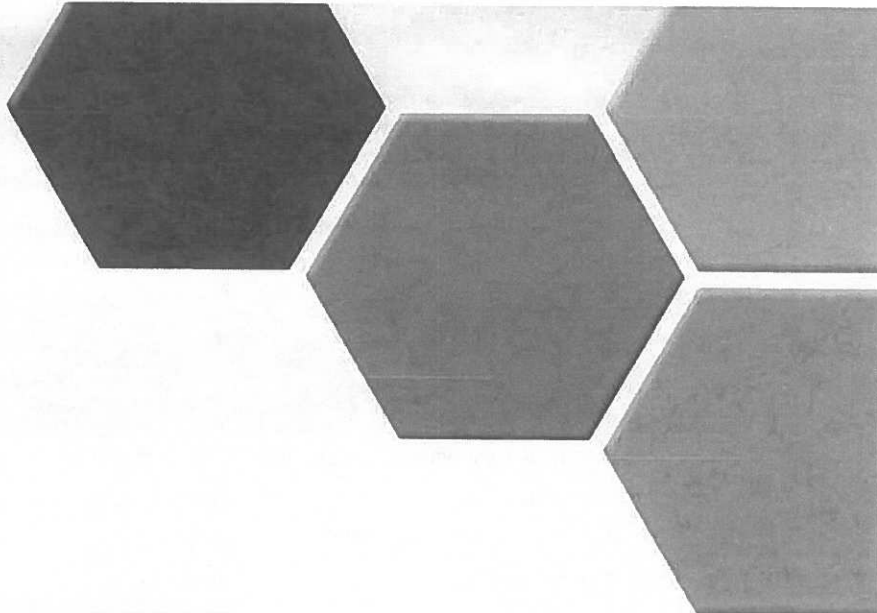
**Local Subcontractors.** ACJV has favorable relationships with regional and local subcontractors who are knowledgeable about the conditions and requirements for working within the City. We have successfully partnered with local subcontractors on previous projects and for the City and will continue to do so for projects assigned through this contract.

**TABLE 1: Scope of Work to be Self-Performed Versus Subcontracted**

Scope of Work	Self-Perform	Subcontract	Scope of Work	Self-Perform	Subcontract	Scope of Work	Self-Perform	Subcontract
Slurry	■		Low Volume Chip Seal	■		Onxy	■	
Fiber Slurry	■		High Volume Chip Seal	■		Guardtop Ultra	■	
PMM	■		Optipave	■		MC-250	■	
Fractured Aggregate Surface Treatment (FAST)	■		HA5		■	Traffic Control	■	
			Liquid Road	■				

**FIGURE 2: Key Advantages of ACJV's Subcontractor Selection Process**





**B. CAPABILITIES TO  
PERFORM SERVICES**



**Cactus**

APP-Cactus Joint Venture (ACJV)

## B. CAPABILITIES TO PREFORM SERVICES

ACJV is familiar with the circumstances and challenges that are present when working in a rural community of this size. Below are highlights of previous projects that demonstrate our experience in rural communities and projects with similar scopes of work.

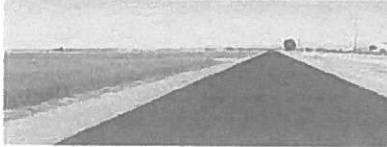
Project Name	Agency	Value	Relevant Features								
			Rural Location	Chip Seal	Slurry Seal	Fiber Slurry	Seal Coat	Crack Seal	Traffic Control	Asphalt Patching	Fog Seal
<b>APP Projects</b>											
City of Yuma Pavement Preservation Services 2024*	City of Yuma	\$709k	■		■					■	
Yuma County Slurry Seal 2024*	Yuma County	\$1.1M	■		■					■	
City of Yuma Pavement Preservation 2023*	City of Yuma	\$1.1M	■		■	■				■	
Yuma County Slurry Seal 2023*	Yuma County	\$2.6M	■		■	■				■	
Show Low Slurry Seal*	City Show Low	\$468k	■		■					■	
Hoover Dam Parking Lot Rehabilitation*	Aventus	\$342k	■				■	■	■	■	
Henderson Pavement Maintenance Program*	City of Henderson	\$5M			■		■	■	■	■	
San Luis Slurry Seal 2023*	City of San Luis	\$411k	■		■					■	
City of Las Vegas Crack Seal	City of Las Vegas	\$1.3M						■	■		
<b>Cactus Projects</b>											
US 95 Chip Seal*	ADOT	\$1.05M	■	■						■	
OA 1 Spring 2023*	City of Phoenix	\$1.1M		■			■	■	■	■	
Fall 23 & Spring 24 FAST*	City of Sedona	\$1.01M		■	■		■	■	■	■	
Yuma & Mohawk District Fall Chip Seal*	Yuma County	\$1.6M	■	■						■	
Neighborhood Pavement Preservation*	City of Casa Grande	\$3.5M		■	■		■	■	■	■	
Pavement Maintenance Program 23-24*	City of Buckeye	\$2.27M		■	■		■	■	■	■	
FY 23-24 Neighborhood Pavement Preservation*	City of Maricopa	\$2.34M		■	■		■	■	■	■	
JOA 2 Fall 23-Spring 24*	City of Phoenix	\$2.68M		■	■		■	■	■	■	
Fall 23-24 Chip Seal	Yavapai County	\$1.5M	■	■					■		■
Willow Creek Road	City of Prescott	\$1.2M	■		■			■	■		
Fall Chip and Fog Seal	Lake Havasu City	\$1.1M	■	■					■		■
FY 24 Chip Seal	Camp Verde	\$750k	■	■					■		■

\*Additional project details and descriptions can be found on the following pages.

Similar projects awarded to your firm for Pavement Preservation Services during the last five (5) years

## Fiber and Slurry Seal Projects

### 1 CITY OF YUMA PAVEMENT PRESERVATION SERVICES 2023



#### RELEVANT FEATURES

- Type II & III Slurry Seal
- Type II & III Fiberized Slurry Seal

#### PROJECT DESCRIPTION

APP provided Type II slurry seal, Type III slurry seal, Type II fiber slurry seal, and Type III fiber slurry seal application for the City of Yuma. The project included 111,922 SY of Type II slurry seal, 216,037 SY of Type III slurry seal, 57,882 SY of Type III fiberized slurry seal, 25,943 SY of Type II fiberized slurry seal, traffic control, residential and commercial notifications, and working closely with the City of Yuma Inspector.

**100% Self-Performed**

#### PROJECT DETAILS

**Client Contact:** City of Yuma, Michael Flowers, Public Works Manager

**Award Date:** 02/2023

**Construction Costs:** \$1.1M

**Completion Status/Date:** Completed / 04/2023

✓ *The project was completed within budget and on schedule, and the City was pleased with the work.*

### 2 CITY OF YUMA PAVEMENT PRESERVATION SERVICES 2024



#### RELEVANT FEATURES

- Type II & III Slurry Seal

#### PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry seal application for the City of Yuma. The project included 241,118 SY of Type III slurry seal, 23,907 SY of Type II slurry seal, traffic control, residential and commercial notifications, and working closely with the City of Yuma Inspector.

**100% Self-Performed**

#### PROJECT DETAILS

**Client Contact:** City of Yuma, Michael Flowers, Public Works Manager

**Award Date:** 02/2024

**Construction Costs:** \$709k

**Completion Status/Date:** Completed / 04/2024

✓ *The project was completed within budget, on schedule, and the City was pleased with the work.*

### 3 SHOW LOW SLURRY SEAL



#### RELEVANT FEATURES

- Slurry Seal
- Pavement Markings

#### PROJECT DESCRIPTION

APP provided Type II slurry seal application for the City of Show Low. This project also consisted of pavement markings application following the Type II slurry seal application. APP has completed the slurry seal application for the Show Low for several years. The project included a total of 265,000 SY of Type II slurry seal, traffic control, sweeping, residential and commercial notification, and working closely with the City of Show Low Inspector.

**95% Self-Performed**

#### PROJECT DETAILS

**Client Contact:** City of Show Low, Trampas Johnston, Engineering Project Manager

**Award Date:** 02/2024

**Construction Costs:** \$468k

**Completion Status/Date:** Completed / 06/2024

✓ *The project was completed within budget, on schedule, and the City of Show Low was pleased with the work.*

## Fiber and Slurry Seal Projects - continued -

### 4 YUMA COUNTY SLURRY SEAL 2023



#### RELEVANT FEATURES

- Type II & III  
Slurry Seal
- Type II & III  
Fiberized  
Slurry Seal

#### PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry seal application for Yuma County. The project included a total of 529,284 SY of Type II slurry seal, 252,739 SY of Type III slurry seal, and 251,045 SY of Type III fiber slurry seal. The team was responsible for traffic control, sweeping, residential and commercial notifications, and working closely with the Yuma County Inspector.

**100% Self-Performed**

**Performed Under City of Yuma Pavement Preservation Services Contract**

#### PROJECT DETAILS

**Client Contact:** Yuma County, Santos Guerrero, Public Works Crew Leader

**Award Date:** 02/2023

**Construction Costs:** \$2.6M

**Completion Status/Date:** Completed / 05/2023

✓ *The project was completed within budget, on schedule, and Yuma County was pleased with the work.*

### 5 YUMA COUNTY SLURRY SEAL 2024



#### RELEVANT FEATURES

- Type III  
Slurry Seal

#### PROJECT DESCRIPTION

APP provided Type III slurry seal application for Yuma County. The project included a total of 182,670 SY of Type III slurry seal, traffic control, sweeping, residential and commercial notifications, and working closely with the Yuma County Inspector.

**100% Self-Performed**

**Performed Under City of Yuma Pavement Preservation Services Contract**

#### PROJECT DETAILS

**Client Contact:** Yuma County, Santos Guerrero, Public Works Crew Leader

**Award Date:** 02/2024

**Construction Costs:** \$1.1M

**Completion Status/Date:** Completed / 05/2024

✓ *The project was completed within budget, on schedule, and Yuma County was pleased with the work.*

### 6 CITY OF SAN LUIS SLURRY SEAL



#### RELEVANT FEATURES

- Type II & III  
Slurry Seal

#### PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry application for the City of San Luis. APP has completed the slurry seal application for the City of San Luis for several years. The project included 198,146 SY of Type II slurry seal, 28,782 SY of Type III slurry seal, traffic control, residential and commercial notifications, and working closely with the City of San Luis.

**100% Self-Performed**

#### PROJECT DETAILS

**Client Contact:** City of San Luis, Eulogio Vera, Public Works Director

**Award Date:** 05/2024

**Construction Costs:** \$411k

**Completion Status/Date:** Completed / 11/2024

✓ *The project was completed within budget, on schedule, and the City of San Luis was pleased with the work.*

## Chip Seal Projects



### 7 US 95 CHIP SEAL

RELEVANT  
FEATURES  
• Chip Seal

**PROJECT DESCRIPTION**  
High-volume TR+ chip seal on US 95 was completed under Cactus' statewide contract for ADOT with a quick turnaround from pricing to production. This project included over 2,200 tons of high-volume pre-coated chips, 357 tons of hot applied TR+ binder, and 70 tons of fog. Additional work included re-striping and traffic control.

**90% Self-Performed**

**Performed Under ADOT Statewide Chip Seal Contract**

#### PROJECT DETAILS

**Client Contact:** ADOT, Danny Soliz, Highway Operations Superintendent

**Award Date:** 04/2022

**Construction Costs:** \$1.05M

**Completion Status/Date:** Completed / 06/2022

✓ *On-site stockpiling allowed for shorter durations in construction.*



### 8 JOA 1 SPRING 2023

RELEVANT  
FEATURES  
• Chip Seal  
• PMM  
• Crack Seal  
• Patching

**PROJECT DESCRIPTION**  
Cactus provided pavement preservation services in select neighborhoods and collector streets throughout the City of Phoenix. Work included 132,000 SY of FAST chip seal, 12,500 lbs of crack seal, 125 utility adjustments, obliteration of transverse striping, traffic control, and public notification.

**85% Self-Performed**

**Performed Under City of Phoenix FAST JOC**

#### PROJECT DETAILS

**Client Contact:** City of Phoenix, Rick Evans, Street Transportation Superintendent

**Award Date:** 02/2023

**Construction Costs:** \$1.1M

**Completion Status/Date:** Completed / 05/2023

✓ *Multiple crews were on-site during construction in various areas, shorting the construction duration.*



### 9 FALL 23 & SPRING 24 FAST

RELEVANT  
FEATURES  
• Chip Seal  
• PMM  
• Crack Seal  
• Patching  
• Seal Coat

**PROJECT DESCRIPTION**  
This citywide pavement preservation project was completed by Cactus and included 100,000 LF of crack seal, 61,000 SY of PMM seal coat, 47,000 SY of Type II slurry seal, and 61,000 SY of FAST chip seal. Additional work included asphalt patching and overlay, along with striping, traffic control, and notifications.

**85% Self-Performed**

**Performed Under JOC for Pavement Preservation and Roadway Construction**

#### PROJECT DETAILS

**Client Contact:** City of Sedona, Sal Valenzuela, Streets Superintendent

**Award Date:** 09/2023

**Construction Costs:** \$1.01M

**Completion Status/Date:** Completed / 04/2024 (included a winter shutdown)

✓ *Scheduled and planned work in advance to accelerate construction before the summer tourist season.*



### 10 YUMA & MOHAWK DISTRICT FALL CHIP SEAL

RELEVANT  
FEATURES  
• Chip Seal  
• Fog Seal

**PROJECT DESCRIPTION**  
Cactus completed county-wide chip seal and fog seal on various roads and streets throughout the Yuma and Mohawk Districts for Yuma County. The project included 1,200 tons of CRS-2P emulsion, 600 tons of low volume chips, and 6,800 tons of high-volume chips. Striping and fog seal were included in the scope of work.

**90% Self-Performed**

#### PROJECT DETAILS

**Client Contact:** Yuma County, Alan Quintero, Project Manager

**Award Date:** 09/2019

**Construction Costs:** \$1.6M

**Completion Status/Date:** Completed / 11/2019

✓ *Split fog seal and chip seal activities to ensure a shorter working duration.*

## Multi-Discipline Projects



### 11 NEIGHBORHOOD PAVEMENT PRESERVATION

#### RELEVANT FEATURES

- Chip Seal
- PMM
- Crack Seal
- Patching
- Seal Coat
- Slurry Seal

#### PROJECT DESCRIPTION

Cactus performed various scopes of pavement preservation in 10 neighborhoods throughout Casa Grande. Cactus assisted the City with scoping each individual neighborhood prior to giving an estimate. Work included 205,000 lbs of crack seal, 38,000 lbs of mastic, 83,000 gallons of PMM, and 232,000 SY of FAST.

**90% Self-Performed**

**Performed Under JOC Tag-On (IGPA)**

#### PROJECT DETAILS

**Client Contact:** City of Casa Grande, Chris Lawson, Streets Superintendent

**Award Date:** 02/2024

**Construction Costs:** \$3.5M

**Completion Status/Date:** Completed / 05/2024

✓ *Adapted the use of multi-layer systems to save roads from complete reconstruction.*



### 12 CITY OF HENDERSON PAVEMENT MAINTENANCE PROGRAM

#### RELEVANT FEATURES

- Micro-Surfacing
- Slurry Seal
- Crack Seal
- Seal Coat
- Pavement Markings

#### PROJECT DESCRIPTION

APP is providing micro-surfacing, Type II slurry seal, seal coat, and crack seal to meet the annual needs of the City of Henderson in Nevada. APP is currently on Year 2 of a 5-year renewable contract with the City of Henderson. A total of 1,246,053 SY of micro-surfacing, 397,920 lbs of crack sealant, 206,957 sf of seal coat, 7,770 lbs of mastic have been placed by APP in Henderson for the 2023-2024 contract. This project also consists of the application of pavement markings and markers following the application of the micro-surfacing or slurry seal.

**85% Self-Performed**

#### PROJECT DETAILS

**Client Contact:** City of Henderson, Sajjan Abraham, Project Engineer

**Award Date:** 06/2023

**Construction Costs:** \$5M

**Completion Status/Date:** Year 2 is currently in progress / 06/2025 (estimated)

✓ *Utilized multiple crews to self-perform crack seal, seal coat, and micro-surfacing to ensure completion prior to the cold season.*



### 13 PAVEMENT MAINTENANCE PROGRAM 23-24

#### RELEVANT FEATURES

- Chip Seal
- PMM
- Crack Seal
- Patching
- Seal Coat
- Slurry Seal

#### PROJECT DESCRIPTION

Cactus performed citywide pavement preservation services which included 625 tons of asphalt paving, 170,000 gallons of liquid road, 800 tons of high-volume pre-coated chips, and 148 tons of chip binder, all throughout the city of Buckeye, including neighborhoods and arterial roads.

**90% Self-Performed**

**Performed Under Pinal County JOC Tag-On**

#### PROJECT DETAILS

**Client Contact:** City of Buckeye, Luis Aguilar, Street Superintendent

**Award Date:** 11/2023

**Construction Costs:** \$2.27M

**Completion Status/Date:** Completed / 05/2024

✓ *Utilized multiple crews during construction to ensure the project was completed during the proper time frame for weather associated with preservation projects.*

## Multi-Discipline Projects - continued -

### 14 FY 23-24 NEIGHBORHOOD PAVEMENT PRESERVATION



#### RELEVANT FEATURES

- Chip Seal
- PMM
- Crack Seal
- Patching
- Seal Coat
- Slurry Seal

#### PROJECT DESCRIPTION

Cactus was awarded this multiple neighborhood preservation project that included 200,000 lbs of crack seal, 134,000 Gallons of TRMSS, 23,000 lbs of mastic, and 34,000 SY of Type II slurry. Work was completed over the course of four months with multiple crews spread throughout the city depending on discipline.

**80% Self-Performed**

**Performed Under IGPA JOC Tag-On**

#### PROJECT DETAILS

**Client Contact:** City of Maricopa, Tammy Valadez Paz, Project Manager

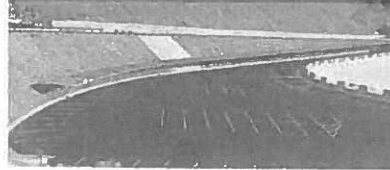
**Award Date:** 12/2023

**Construction Costs:** \$2.34M

**Completion Status/Date:** Completed / 05/2024

- ✓ Crews worked night and day shifts to ensure project delivery was on time, depending on the location.
- ✓ The team provided notifications to residents and the general public to ensure a safe and productive work zone.

### 15 HOOVER DAM PARKING LOT REHAB



#### RELEVANT FEATURES

- Micro-Surfacing
- Slurry Seal
- Crack Seal
- Seal Coat
- Pavement Markings

#### PROJECT DESCRIPTION

APP provided asphalt patching, crack sealing and seal coating to the historic Hoover Dam Parking Lots. APP placed 3.62 miles of crack seal and 50,703 SY of Type 2 Polymer Modified Seal Coat PMM Ultra. This project had to be meticulously planned due to it being a highly visited place. The application of the crack seal and seal coat had to be carefully placed to avoid having any splatter on the historic walls.

**100% Self-Performed**

#### PROJECT DETAILS

**Client Contact:** Aventus, Greg Bristol, Chief Project Officer

**Award Date:** 12/2022

**Construction Costs:** \$342k

**Completion Status/Date:** Completed / 06/2023

- ✓ Being extra cautious by taping off historic walls helped tremendously with preventing any issues.
- ✓ The extra planning and coordination completed with federal government officials and the contractor reduced the impact on the public and helped the project run smoothly.

### 16 JOA 2 FALL 23-SPRING 24



#### RELEVANT FEATURES

- Chip Seal
- PMM
- Crack Seal
- Patching
- Seal Coat
- Slurry Seal

#### PROJECT DESCRIPTION

Cactus performed pavement preservation services in select neighborhoods and collector streets throughout the City of Phoenix. Work included 131,000 SY of HV and LV FAST chip seal, 40,000 lbs of crack seal, 6,500 lbs of mastic seal, 2,100 SY of asphalt patching, 46,000 SY of Type II slurry seal, 322,000 SY of liquid road application, 155 utility adjustments, obliteration of transverse striping, traffic control, and public notifications.

**85% Self-Performed**

**Performed Under City of Phonenix FAST JOC**

#### PROJECT DETAILS

**Client Contact:** City of Phoenix, Rick Evans, Street Transportation Superintendent

**Award Date:** 09/2023

**Construction Costs:** \$2.68M

**Completion Status/Date:** Completed / 04/2024

- ✓ Included multiple crews, skilled traffic control subcontractors, and a public outreach team for notifications.

## Strategy and Approach

### ACJV's Approach to Receiving a New Project Request

ACJV's experience with roadway projects throughout the years has guided us in developing processes specifically tailored to pavement preservation. Our process is described below and shown in the graphic at the bottom of this page.

We have evolved a specific step-by-step criteria, beginning when ACJV receives the formal project request from the City. Our team reviews the request, and a comprehensive estimate is prepared, including the entire scope of work. Each work item is estimated according to the agreed-upon price list developed as part of the original RFQ. The estimate is then submitted to the City for approval. Once a Notice to Proceed (NTP) is received, ACJV will set up the project in our system and assign a project number. From this point, the project will move to the scheduling phase. Once scheduling is complete, ACJV will notify the City when we intend to begin the project. Public notifications will be issued when the City approves the start date, and message boards will be strategically placed throughout the project limits. A daily production schedule is also developed so all stakeholders know how the project is expected to proceed and the sequence concerning items

of work. When considering this process with the City, Project Manager Parrish Bowes will update Smartsheet concerning the progress of each project weekly or as needed.

### Systems Used

ACJV uses the following software programs to manage and construct projects. These systems have successfully performed on previous project, for various municipal agencies. These systems include:

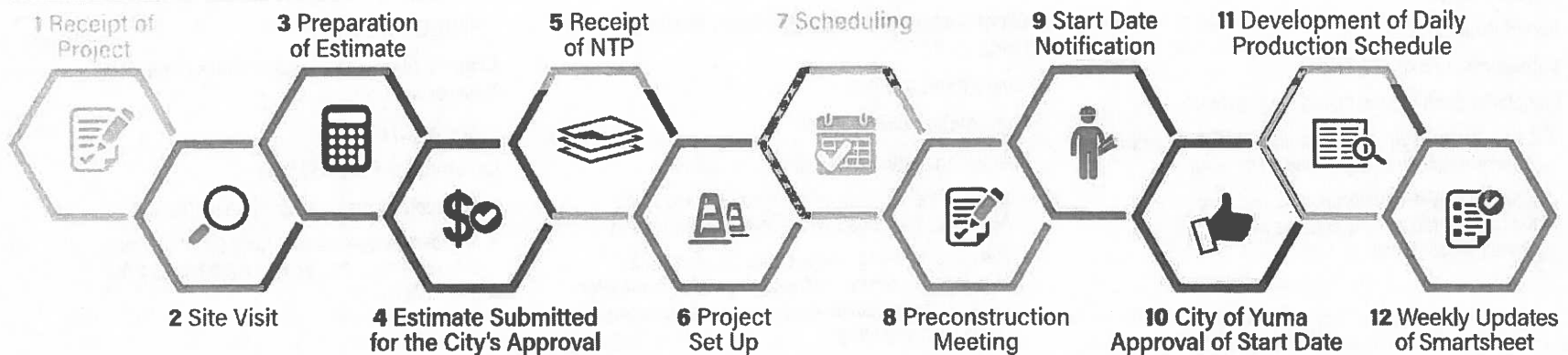
**Planning and Scheduling.** Microsoft Project Software is used to generate a critical path method schedule.

**Project Estimating.** ACJV utilizes Bid2Win software for generating accurate cost estimates concerning each phase and scope of work for each project.

**Project Management.** Viewpoint and Build2Win software are used to track construction progress and costs.

**Project Engineering.** AGTEK, PLANSWIFT, and Bluebeam Software are used for digitizing plans and calculating area, quantities, and volumes.

**FIGURE 1: New Projects Process**





## **C. Qualifications of Individuals**



**Cactus**

*APP-Cactus Joint Venture (ACJV)*

## **Ensuring Timely Completion**

ACJV offers an experienced team that understands the importance of collaboration with the owner and engineer to achieve the project's schedule goals. Our team will lead the effort to ensure we include the complete scope, existing conditions, and other elements that would affect the project in our preliminary schedule. If these items do not align with the project goals, we will work with the City and engineer on potential alternative options (value engineering), evaluate a possible reduction in scope, eliminate unnecessary work, or further partner with subcontractors and suppliers for additional options until we are able to meet the desired schedule. In most scenarios, we have the capability to expedite the schedule through additional crews, double shifts, or weekend work to complete goals within the preferred time frame, which we would incorporate into the final schedule.

As ACJV partners with multiple agencies, we have become accustomed to pre-scheduling anticipated work needed in the future seasons when capacity is decreased. We regularly block out dates early in the year in anticipation of projects that can be determined at a later date.

## **Planning and Scheduling**

A preliminary Critical Path Method (CPM) schedule will be prepared for each project to help the ACJV team concentrate on critical path activities, phasing for each project, and offer guidance on up-front activities that need to occur well in advance of critical construction milestones. ACJV will provide the schedule guidance needed to help plan and coordinate critical activities so they don't become problematic during construction. The ACJV team has the ability to accelerate critical work when needed.

## **Managing Construction**

Project management and field staff meet regularly to discuss ongoing and upcoming projects. All field superintendents and key operators are experienced in a variety of pavement preservation techniques. ACJV has the capability to assign multiple crews to a particular project

to ensure completion in accordance with the project requirements. Parrish will be the project manager, while Orlando Soto and Ryan Sanna will oversee the field staff. Parrish, Orlando, and Ryan will collectively be responsible for maintaining schedules.

Before the commencement of any project, the project management staff conducts an internal preconstruction meeting. During this meeting, all specific project items are reviewed, and any concerns or coordination details are addressed. The project management staff is committed to supporting the field team, staying involved throughout the entire project, and ensuring timely completion.

Ryan and Orlando will manage pavement surface treatment and oversee labor and equipment requirements. Parrish and Ryan will ensure the superintendent has the appropriate labor and equipment resources to complete the job correctly and on time. Parrish, Ryan, and Orlando will inspect work, checking for homogeneous mixes, straight lines, acceptable seams, hand work, and properly finished work zones.

## **Quality Control and Quality Assurance**

Quality control (QC) and quality assurance (QA) go hand in hand to manage materials, testing, and construction. Parrish will work closely with ACJV's various laboratory partners to facilitate testing any required materials before and during a project. Parrish, Ryan, and Orlando will ensure all material certifications and on-site testing requirements are met according to industry standards and the City's expectations.

ACJV superintendents are on the job at all times, performing duties such as checking application rates, monitoring breaking and setting times to adjust the mix as the temperature changes during the day, watching over the crew to ensure workmanship is better than acceptable, overseeing the staging area to ensure it is managed properly, and communicating with any subcontractors. ACJV will meet and exceed the City's quality objectives on each project through:

**Scheduling and Forecasting.** ACJV emphasizes timely project completion through daily communication among the City, field teams, and project management, supplemented by weekly meetings and detailed scheduling to ensure resource availability.

**Construction Safety.** ACJV prioritizes construction safety with public notifications, proper traffic control, weekly safety meetings, superintendent-led hazard assessments, and ongoing field supervision by project management staff.

**Testing.** Materials undergo testing as per contractual requirements.

**Surface Treatment Preparation.** Prior to surface treatment application, ACJV ensures clean and prepared surface work areas, protected utility valve covers, and a clear work zone free of obstacles daily under superintendent oversight.

**Subcontractor Coordination and Oversight.** ACJV mandates subcontractors to provide material certifications and supervises their work to ensure compliance with specifications, proper traffic control, timely completion, and daily site maintenance.

**Traffic Management.** ACJV ensures proficient traffic control through ATSSA-certified key personnel, regular inspections by designated staff, continuous maintenance of traffic control devices during construction on arterial or collector streets, and ongoing supervision to uphold traffic safety standards.

## Construction Safety

During construction, the proposed ACJV team will have a stringent focus on completing the work safely and methodically. Traffic Control Plans (TCPs) and safety protocols will be assembled and presented as part of each project. Safe work practice, accident/incident prevention, and safety meetings will be carried out daily as part of our management in the field.

## Value Engineering

Our team is committed to finding value engineering solutions and the best means and methods for all aspects of pavement preservation projects. We stay proactively involved during design and preconstruction, and our value-focused mindset continues throughout construction. Value engineering considerations will be presented preliminarily to validate interest from the City to further explore the value engineering and to gain a general idea as to whether or not the value engineering solution has enough substantial benefit to the project to pursue. ACJV will partner with the City to present value engineering opportunities that are of interest and add value to the projects.

### **CASE STUDY | CITY OF COTTONWOOD FRACTURED AGGREGATE SURFACE TREATMENT (FAST) PROJECT**

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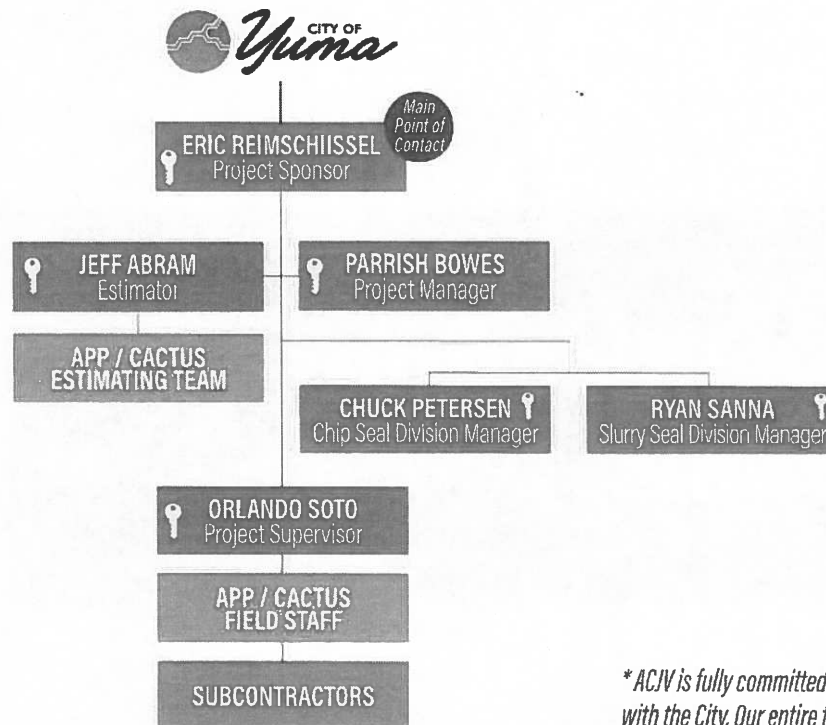
The City of Cottonwood reached out to Cactus after they had completed a previous road resurfacing project on 12<sup>th</sup> Street that had become slick and was causing accidents. Cactus proposed various materials and treatment options, and the City opted for a high-volume FAST chip seal solution. Pleased with the outcome, the City issued a substantial hard bid solicitation for similar pavement preservation work in residential areas connecting Main Street. Cactus won the bid and performed the \$300,000 2020 pavement preservation project. Without the need for crack sealing, our team applied the binder and aggregate, followed by sweeping the excess to prepare for the final fog seal treatment, completing the 46,755 SY project within two days. Additionally, the project was finished \$13,000 under budget.



## C. QUALIFICATIONS OF INDIVIDUALS

Under APPH, APP and Cactus are able to utilize resources from each firm to further enhance their services. APP and Cactus are regional leaders in slurry seal and micro surfacing applications, and this team brings unparalleled pavement preservation experience under one umbrella. *Qualifications and descriptions of project roles for our personnel are included on the following pages.*

- KEY PERSONNEL
- VALUE-ADDED PERSONNEL
- SUBCONTRACTORS



*\*ACJV is fully committed to maintaining a successful partnership with the City. Our entire team is prepared and available to quickly handle any project, ensuring a responsive approach to all upcoming tasks while delivering exceptional service.*



**ERIC REIMSCHUESEL**

**Employer / Years:**  
APP / 15 years  
**Industry Experience:** 48 years

**Qualifications.** Eric has over 48 years of experience in the asphalt preservation and placement industry. He has played an integral part in educating the general public and public agencies on the benefits of implementing pavement preservation policies and applications. Eric is very active in the company's day-to-day operations and takes a hands-on approach to servicing its clients, ensuring every effort is expended to meet the customers' needs and expectations.

**Role.** As the Project Sponsor, Eric will be the City's single point of contact and will closely coordinate with the team, including the City and all necessary subcontractors, to ensure every project is successfully executed. He will use his expertise to provide guidance on resolving issues with strong problem-solving skills. Eric brings over 40 years of civil construction experience and is well-versed in all facets of pavement preservation and maintenance, ensuring projects are completed safely, on time, and within budget while meeting all specifications and quality goals.

**Education, Certifications, and Training.**

- OSHA 30-Hour
- CPR/First Aid
- Clark County Dust Control Certification
- State of Nevada Pest Control Certified
- ATSSA Traffic Control Supervisor

**Comparable Projects. (Detailed on pages 7-11)**

- 1, 2, 3, 4, 5, 6, 12, 15

**Benefits.**

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with inspectors, directors, and project managers.*
- ✓ *Worked on hundreds of slurry seals, fiberized slurry seals, micro-surfacing, cape seals, and pavement preservation projects throughout the Western United States.*



**PARRISH BOWES**

**Employer / Years:**  
APP / 1 year  
**Industry Experience:** 32 years

**Qualifications.** With over 32 years of experience in the road maintenance industry, Parrish has vast knowledge in understanding project specifications and the successful steps needed to complete projects within budget and on time. He has managed several projects with applications of slurry seal, chip seal, micro-surfacing, fog seal, seal coat, and cape seals.

**Role.** As the Project Manager, Parrish will ensure accurate planning and scheduling of each project, manage subcontractors, and track project progress and completion. He will provide on-site project leadership, oversee product placement, ensure resource needs (labor and equipment), manage owner relations, and resolve potential issues. Parrish will work closely and communicate with Ryan, Orlando, and the project team, including the City on a daily basis to ensure projects are completed on time and within budget.

**Education, Certifications, and Training.**

- WRAPP Western Regional Association for Pavement Preservation Member
- ATSSA Traffic Control Supervisor
- CPR/First Aid
- Slurry Systems Workshop Multi-Year Attendee

**Comparable Projects. (Detailed on pages 7-11)**

- 3, 6

**Benefits.**

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with many agency inspectors and project managers.*
- ✓ *Worked on hundreds of chip seal, slurry seal, and cape seal projects throughout the Southwest United States.*



**JEFF ABRAM**

**Employer / Years:**  
Cactus / 9 years  
**Industry Experience:** 19 years

**Qualifications.** Jeff has 19 years of industry experience and has served as lead estimator for Cactus over the past eight years. He has successfully priced and participated in City of Yuma projects and other relevant contracts for municipalities including Pinal County, City of Glendale, City of Prescott, and the City of Phoenix.

**Role.** As Estimator, Jeff will maintain a high-level view of costs and quickly provide viable estimates to ensure construction begins in a timely fashion while managing the resources best suited to each project. The City will benefit from Jeff's extensive knowledge and experience in civil construction, asphalt paving, pavement preservation, and all other aspects related to this contract.

**Education, Certifications, and Training.**

- BS Construction Management, Arizona State University
- OSHA 10-Hour / OSHA 30-Hour
- 16-Hour Erosion Control Coordinator
- National Safety Council Flagger Training
- Maricopa County Dust Coordinator

**Comparable Projects. (Detailed on pages 7-11)**

- 7, 8, 9, 10, 11, 13, 14, 16

**Benefits.**

- ✓ *Well-versed in regional standards and specifications in relation to pavement preservation and construction.*



**CHUCK PETERSEN**

**Employer / Years:**  
Cactus / 5 years  
**Industry Experience:** 15 years

**Qualifications.** Chuck brings over 15 years of experience in the road maintenance industry. He has a proven track record of successfully leading pavement preservation projects. His ability to foster team cohesion and implement effective communication practices positions him as a valuable asset for delivering projects that meet the City's needs and expectations.

**Role.** As the **Chip Seal Division Manager**, Chuck will oversee and schedule crews, equipment, material delivery, and production coordination. He will assist with pre- and post-job inspections, constructability reviews, and QA/QC support. Chuck will collaborate with Parrish and Jeff to manage all aspects related to chip seal and provide on-site support for any issues or challenges that arise during production.

**Education, Certifications, and Training.**

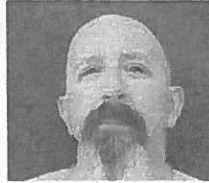
- OSHA 30-Hour
- CPR/First Aid
- MSHA

**Comparable Projects. (Detailed on pages 7-11)**

- 7, 8, 9, 10

**Benefits.**

- ✓ *Worked on more than 60 chip seal and fog seal projects throughout Arizona, including four projects in Yuma.*
- ✓ *Knowledgeable on product application rates and best practices for chip seal and fog seal, etc.*



**RYAN SANNA**

**Employer / Years:**  
APP / 5 years  
**Industry Experience:** 7 years

**Qualifications.** Ryan has seven years of experience in pavement preservation and has managed multiple projects, primarily supervising work in Arizona. He has worked with the City of Yuma, Yuma County, City of San Luis, City of Somerton, Navajo County, and City of Show Low. Ryan has also worked on fiberized slurry seal projects and is known for effectively motivating crew members to complete projects on time and within budget.

**Role.** As the **Slurry Seal Division Manager**, Ryan will be responsible for overseeing the daily operations slurry seal project sites, including managing crew members, work schedules, and overall project progress. He will collaborate and communicate effectively with the City's project team and coordinate material deliveries with suppliers to ensure timely and efficient project execution. Additionally, Ryan will create and maintain project schedules, resolve any potential issues that arise, and assist the public and residents with their concerns. A key aspect of his role will be to maintain a safe working environment at all times.

**Education, Certifications, and Training.**

- OSHA 30-Hour
- CPR/First Aid
- Clark County Dust Control Certified
- ATSSA Flagger Certified
- State of Nevada Pest Control Certified

**Comparable Projects. (Detailed on pages 7-11)**

- 1, 2, 4, 5, 6, 12

**Benefits.**

- ✓ *Has established a great rapport and working relationship with the City of Yuma and Yuma County from working as a team and providing quality applications.*
- ✓ *Familiarity and conformance with the City of Yuma's procedures and expectations.*



**ORLANDO SOTO**

**Employer / Years:**  
APP / 14 years  
**Industry Experience:** 14 years

**Qualifications.** Orlando has over 14 years of experience in the asphalt maintenance industry. He worked in many different positions in slurry seal operations, from squeegee and traffic control to operating the slurry seal machine. Orlando has managed several projects over the years but has mainly focused on supervising projects in Arizona. He has worked with the City of Yuma, Yuma County, City of San Luis, City of Somerton, Navajo County, and City of Show Low.

**Role.** As **Project Supervisor**, Orlando will supervise and manage the project team on-site to ensure project goals are met. He will coordinate the delivery of materials, ensure the correct materials and application methods are chosen, and monitor the their placement to ensure they conform with the specifications. Orlando will be responsible for creating and maintaining project schedules, resolving any potential issues, assisting the public/residents with any concerns, and maintaining a safe environment.

**Education, Certifications, and Training.**

- OSHA 10-Hour
- CPR/First Aid
- Clark County Dust Control Certified
- ATSSA Flagger Certified

**Comparable Projects. (Detailed on pages 7-11)**

- 1, 3, 4, 5, 6, 12

**Benefits.**

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with inspectors, directors, and project managers.*
- ✓ *Knowledge and expertise in operations and placement of slurry seal, fiberized slurry seal, and micro-surfacing.*

**CITY OF YUMA**  
**RFQ-24-350**  
**Pavement Preservation Services**

**Company Name:** APP-Cactus Joint Venture (ACJV)

List Projects/Contracts below that have been processed by your Company in regards to Pavement Preservation Services within the past 5 years.

**Completed By:** Jeff Abram

If an ongoing project, indicate the start date.

		Date	Date	Contract					
	Name of Agency/Company	Name of Project	Started	Completed	Amount	Contact Name	Title	Email Address	Phone #
1.	City of Yuma	Yuma Pavement Preservation Services 2024	03/2024	04/2024	\$709,413	Michael Flowers	Public Works Manager	Michael.Flowers@YumaAz.Gov	928-373-4539
2.	Yuma County	Yuma County Slurry Seal 2024	04/2024	05/2024	\$1,095,746	Santos Guerrero	Project Crew Leader	santos.guerrero@yumacountyaz.gov	928-581-9864
3.	City of Yuma	Yuma Pavement Preservation Services 2023 (Fall & Spring)	04/2024	11/2024	\$1,142,422	Michael Flowers	Public Works Manager	Michael.Flowers@YumaAz.Gov	928-373-4539
4.	Yuma County	Yuma County Slurry Seal 2023 (Fall & Spring)	04/2024	11/2024	\$2,606,909	Santos Guerrero	Project Crew Leader	santos.guerrero@yumacountyaz.gov	928-581-9864
5.	City of Show Low	Show Low Slurry Seal	06/2024	06/2024	\$468,943	Trampas Johnston	Engineering Project Manager	tjohnston@showlowaz.gov	928-532-4084
6.	City of San Luis	San Luis Slurry Seal	05/2024	05/2024	\$197,270	Eulogio Vera	Public Works Director	evera@sanluisaz.gov	928-341-8577
7.	City of Henderson	City of Henderson Pavement Maintenance Program 2024	07/2024	Ongoing	\$4,536,877	Sajan Abraham	Public Works Lab Manager	sajan.abraham@cityofhenderson.com	702-267-3119
8.	City of Henderson	City of Henderson Pavement Maintenance Program 2023	07/2023	06/2024	\$4,638,229	Sajan Abraham	Public Works Lab Manager	sajan.abraham@cityofhenderson.com	702-267-3119
9.	City of Las Vegas	City of Las Vegas 2024 Slurry Seal	04/2024	Ongoing	\$6,000,000	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
10.	City of Las Vegas	City of Las Vegas 2023 Slurry Seal	04/2023	11/2023	\$5,217,283	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
11.	City of Las Vegas	City of Las Vegas 2024 Crack Seal	11/2023	03/2024	\$808,602	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
12.	City of Las Vegas	City of Las Vegas 2023 Crack Seal	11/2022	03/2023	\$1,308,500	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
13.	Salt Lake County	Salt Lake County 2024 Slurry Seal	05/2024	Ongoing	\$1,200,000	Steve Arnold	Pavement Manager	sarnold@slco.org	385-468-6132
14.	Salt Lake County	Salt Lake County 2023 Slurry Seal	07/2023	08/2023	\$1,104,739	Steve Arnold	Pavement Manager	sarnold@slco.org	385-468-6132
15.	Boulder City	Boulder City Pavement Preservation Crack Seal	03/2024	06/2024	\$1,434,966	Jim Keane	City Engineer	jkeane@bcnv.org	702-293-9200
16.	City of Maricopa	FY 23-24 Neighborhood Pavement Preservation	01/2024	05/2024	\$2,345,985	Tammy Valadez Paz	Project Manager	tammy.valadezpaz@maricopa-az.gov	520-316-6843
17.	City of Buckeye	Pavement Maintenance Program 23-24	11/2023	06/2024	\$2,275,435	Richard Vereecken	Streets Operations Manager	rvereecken@buckeyeaz.gov	623-243-2913





**ZURICH**<sup>®</sup>

## **Additional Insured – Automatic – Owners, Lessees Or Contractors**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 6946088-01

Effective Date: 06/01/2024

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
  - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
  - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,  
which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory Insurance**

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



**ZURICH**

## Coverage Extension Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. BAP 6946087-01

Effective Date: 06/01/2024

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:**

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions Provision in Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the Racing Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

**I. Personal Effects Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

**Personal Effects Coverage**

a. We will pay up to \$750 for "loss" to personal effects which are:

- (1) Personal property owned by an "insured"; and
- (2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

- (1) The reasonable cost to replace; or
- (2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
- (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
- (3) Paintings, statuary and other works of art.
- (4) Contraband or property in the course of illegal transportation or trade.
- (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-01-24** Policy No. **WC 6946089-01**

Insured **PAVEMENT PRESERVATION GROUP, INC.**

Endorsement No.

Premium \$ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By \_\_\_\_\_



# Addenda Acknowledgement Form

Solicitation addenda are posted on the City of Yuma Bonfire Procurement Portal identified as:

Ref #: RFQ-24-350

Project: Pavement Preservation Services

It is the responsibility of the Responder to check the Yuma Procurement Portal for any addenda to the solicitation.

Responders must acknowledge any and all solicitation addenda issued to include the date of the addenda. Written acknowledgement is material term of the bidding contract and a material consideration for the awarding of any contract. The Responder's signature(s) below confirms receipt and consideration of the information contained in the addenda. If no addenda were issued, indicate as such by signing at the bottom of the page and upload to the Yuma Procurement Portal. Failure to meet this material term results in a non-responsive bid and will not be considered for evaluation and award.

Company Name: APP-Cactus Joint Venture (ACJV)

	<i>Dated</i>	<i>Acknowledgement/Signature</i>
Addendum #1	07/30/2024	Jeff Abram <small>Digitally signed by Jeff Abram Date: 2024.08.08 07:31:58 -0700</small>
Addendum #2		
Addendum #3		
Addendum #4		
Addendum #5		
Addendum #6		
Addendum #7		
Addendum #8		
Addendum #9		
Addendum #10		

No Addenda were issued as part of this solicitation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Upload this completed and signed document to the Yuma Procurement Portal for the associated solicitation.



RFQ # 24-350

Project: Pavement Preservation Services

## AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, Jeff Abram, the undersigned, on behalf of APP-Cactus Joint Venture (ACJV) (this company), do hereby consent and authorize all those companies and government entities listed in my Statement of Qualifications and any other government entity for whom this company has performed construction services, to disclose and release to the City of Yuma, or their representatives, information, records and opinions concerning this company's construction performance. The purpose of this disclosure is to provide references to the City of Yuma. APP-Cactus Joint Venture (ACJV) hereby waives any claim it may have against the City of Yuma or any company or entity providing information to the City of Yuma by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for the term of the contract.

This consent or Photostat copy of this authorization shall be as valid and effective as the original.

Dated: 8/6/24

Signature: **Jeff Abram**

Digitally signed by Jeff Abram  
Date: 2024.08.06 07:33:05 -07'00'

Printed Name: Jeff Abram

Title: Director of Sales/Estimating

**Return this completed and signed document with your  
Statement of Qualifications**



RFQ # 24-350

Project: Pavement Preservation Services

## CERTIFICATION OF INSURABILITY

I hereby certify that in seeking to be selected as a Qualified Contractor by the City of Yuma for the Pavement Preservation Services project, Contract No. RFQ-24-350, I am fully aware of Insurance Requirements contained in the RFQ solicitation, and by the submission of this Statement of Qualifications, I hereby assure the City of Yuma that I am able to produce the insurance coverage required should I be selected to be awarded such contracts.

Dated: 8/6/24

Signature of Offeror: **Jeff Abram**

Digitally signed by Jeff Abram  
Date: 2024.08.06 07:34:20 -07'00'

Printed Name: Jeff Abram

Title: Director of Sales/Estimating

**Return this completed and signed document with your  
Statement of Qualifications**



## 2 CFR SECTION 200 CERTIFICATIONS

Solicitation # RFQ-24-350 Title: Pavement Preservation Services

Vendor Name: APP-Cactus Joint Venture (ACJV)

The following certifications and provisions are required and apply when the City of Yuma expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the City of Yuma and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

### (A) Contractor Violation or Breach of Contract Terms

*Contracts for more than the simplified acquisition threshold currently set at \$100,000, which is the inflation adjusted amount determined by the laws of the State of Arizona and the Charter of the City of Yuma, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Pursuant to Federal Rule (A) above, when the City of Yuma expends federal funds, City of Yuma reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (B). Termination for Cause or Convenience

*Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$5,000)*

Pursuant to Federal Rule (B) above, when City of Yuma expends federal funds, City of Yuma reserves the right to immediately terminate any agreement in excess of \$5,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. City of Yuma also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if City of Yuma believes, in its sole discretion that it is in the best interest of the City of Yuma to do so. Vendor will be compensated for work performed and accepted and goods accepted by the City of Yuma as of the termination date if the contract is terminated for convenience of the City of Yuma. Any award under this procurement process is not exclusive and the City of Yuma reserves the right to purchase goods and services from other vendors when it is in the City of Yuma's best interest.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (C). Equal Employment Opportunity

*Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."*

Pursuant to Federal Rule (C) above, when the City of Yuma expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.



## 2 CFR SECTION 200 CERTIFICATIONS

Does Vendor agree to abide by the above? YES ja Initials of Authorized Representative of Vendor

### (D) Davis-Bacon Act

*Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project.* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**LOCATE WAGE DETERMINATIONS AT:** <https://sam.gov/content/wage-determinations>

Pursuant to Federal Rule (D) above, when the City of Yuma expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (E) Copeland "Anti-Kickback" Act:

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (E) above, when the City of Yuma expends federal funds during the term of an award for all contracts and sub-grants for Public Building or Public Work Financed in Whole or in Part by a Grant from the United States the Vendor will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

*Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible*



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provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (F) above, when the City of Yuma expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the City of Yuma resulting from this procurement process.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (G) Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (G) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (H) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (H) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (H) above.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (I) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OBM guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189 and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Pursuant to Federal Rule (I) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (J) Byrd Anti-Lobbying Amendment

*Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Pursuant to Federal Rule (J) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term and after the awarded term of an award for all contracts by the City of Yuma resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (K) Procurement of Recovered Materials

When federal funds are expended, the City of Yuma and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (K) above, when federal funds are expended by the City of Yuma, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.



## 2 CFR SECTION 200 CERTIFICATIONS

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (L) above, when federal funds are expended by the City of Yuma, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

### (M) Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (M) above, when federal funds are expended by the City of Yuma, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

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### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the City of Yuma for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor



## 2 CFR SECTION 200 CERTIFICATIONS

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### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the City of Yuma expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ ja \_\_\_\_\_ Initials of Authorized Representative of Vendor

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### CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the City of Yuma not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ ja \_\_\_\_\_ Initials of Authorized Representative of Vendor

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### CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ ja \_\_\_\_\_ Initials of Authorized Representative of Vendor

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### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ ja \_\_\_\_\_ Initials of Authorized Representative of Vendor

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## 2 CFR SECTION 200 CERTIFICATIONS

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: APP-Cactus Joint Venture (ACJV)

Address, City, State, and Zip Code: 8211 W. Sherman St. Tolleson AZ 85353

Phone Number: 623-907-2800 Email Address: ja@pavementpreservationgroup.com

Printed Name: Jeff Abram

Title of Authorized Representative: Director of Sales/Estimating

Signature of Authorized Representative: Jeff Abram Digitally signed by Jeff Abram  
Date: 2024.08.06 07:30:42 -07'00'

Date: 8/6/2024