



**The Humboldt Schools.**  
*Motivating achievement since 1906.*

## **GOVERNING BOARD MEETING**

**Thursday, May 23, 2019**

**Liberty Traditional School  
3300 N. Lake Valley Road  
Prescott Valley, AZ**

**Special Session @ 6:00 PM**

**Mr. Daniel Streeter, Superintendent**

**Ryan Gray, President  
Richard Adler, Vice President  
Corey Christians, Member  
Suzie Roth, Member  
Paul Ruwald, Member**



**HUMBOLDT UNIFIED SCHOOL DISTRICT #22**  
*"To provide a comprehensive, world-class education for all students"*

**NOTICE OF COMBINED PUBLIC MEETING AND EXECUTIVE SESSION OF THE  
GOVERNING BOARD OF EDUCATION**

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a special meeting open to the public on **May 23, 2019**, at **Liberty Traditional School**, located at **3300 N. Lake Valley Road, Prescott Valley, Arizona**.

- If authorized by a majority vote of the members of the Governing Board, any matter on the Open Meeting Agenda may be discussed in executive session for the purpose of obtaining legal advice thereon, pursuant to A.R.S. 38-431.03 (A)(3). The Board may also vote to convene in executive session to review and discuss issues marked with an asterisk (\*). These sessions are not open to the public; however, Board decisions will be made in open public assembly.
- Members of the HUSD Governing Board who are not able to attend in person may participate via an electronic medium.
- The Agenda may be revised up to twenty-four (24) hours prior to the meeting. Revisions will be posted at the HUSD District Office located at 6411 N. Robert Road, Prescott Valley, Arizona, and on the district website [www.humboldtunified.com](http://www.humboldtunified.com) and go to the Governing Board Tab.
- Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Rebecca Cooley at (928)759-5007 or [rebecca.cooley@humboldtunified.com](mailto:rebecca.cooley@humboldtunified.com). Requests should be made as early as possible to arrange the accommodation.
- Members of the public wishing to address the Board are requested to complete a Public Participation Form provided at the entrance of the meeting area.
- Discussion by the Board is limited to items posted on the agenda.

**AGENDA**

**6:00 PM SPECIAL SESSION**

1. **WELCOME AND CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
3. **ROLL CALL**
4. **AGENDA REVIEW/ACCEPT**
5. **PUBLIC PARTICIPATION**

Participation is reserved for members of the public who have submitted a completed Public Participation Form. Total length of time shall not exceed 30 minutes. Individual times shall not exceed 5 minutes (Policy BEDH). When addressing the Board, speakers are to state their name and subject into the microphone so that their statements may be properly recorded.

Members of the Board may not discuss items that are not specifically on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later time.

6. **ACTION**

Pages 1-59

- A. Request to approve Bid Award for Humboldt Elementary School Field Improvements

7. **ANNOUNCEMENTS**

- A. Next Scheduled Board Meetings are:

June 4, 2019	6:30 p.m.	Regular Meeting	@ Transportation Training Facility
June 25, 2019	6:30 p.m.	Regular Meeting	@ Transportation Training Facility
July 9, 2019	6:30 p.m.	Regular Meeting	@ Transportation Training Facility

## 8. ADJOURNMENT

*Copies of agendas and supporting documentation relative to public meetings (with the exception of materials relating to possible executive sessions) are available at the District Administration Office during normal work hours, 24 hours prior to a meeting. Please call ahead (759-4000) to arrange copies to be picked up. Documentation is also available on the District website [www.humboldtunified.com](http://www.humboldtunified.com); on the home page, go to the School Board tab →Board Packets →Select Year →Select Meeting Date. (Note: Large packets are saved in multiple sections).*

# **ACTION**

## **Item 6A**

**HES Field Retention Bid Award –  
Whelcon Contractors, LLC**

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	
FROM:	Cole Young Assistant Superintendent	Reading	
DATE:	May 23, 2019	Discuss	X
SUBJECT:	Field Retention, Irrigation, and Additional Improvements – Humboldt Elementary Bid Award – Whelcon Contractors, LLC	Action	X

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**OBJECTIVE:** Goal # 2 Focus on Planning for Future Student Needs

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**SUPPORTING DATA:**

The District issued a bid for Field Retention, Irrigation, and Additional Improvements for the Humboldt Elementary School field. The District utilized ADM Group for the development of specifications and drawings for this project.

The District issued: IFB#19-02 Field Retention, Irrigation, and Additional Improvements for the Humboldt Elementary School field. The bids were legally advertised in the Daily Courier on May 1, 2019, and again on May 8, 2019. In addition, the District also advertised the bid on the AZ Purchasing website and the District's website.

The non-mandatory pre-bid meeting was held at Humboldt Elementary School on May 9, 2019 at 10:00 a.m. where vendors walked the project. Four contractors were present at the pre-bid meeting.

Two (2) sealed bids were received by HUSD, no later than 2:00 p.m. on May 22, 2019 at the HUSD Business Office.

The lowest responsive and responsible vendor was Whelcon Contractors, LLC with a base bid of \$284,275.81 including sales tax.

**SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board award the Bid for Field Retention, Irrigation, and Additional Improvements for the Humboldt Elementary School field to Whelcon Contractors, LLC.

Approved for transmittal to the Governing Board:



Mr. Daniel Streeter, Superintendent

*Questions should be directed to: Cole Young, Assistant Superintendent*

## Bid Requirements & Timeline

One (1) original bid must be submitted. Humboldt Unified School District #22 will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with **sectioned tabs**.

1. Bid Security
2. Acknowledgement and Acceptance of Terms and Conditions of Solicitation
3. Request for Confidentiality of Proprietary Information, if needed
4. Bid Cost Form
5. Offer and Acceptance Form
6. Non-collusion Affidavit
7. W-9 Form
8. Certificate of Insurance
9. Subcontractors List
10. Asbestos and Hazardous Material Statement
11. Statement of Bidder's Qualifications
12. References
13. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the bid are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
14. The form of contract for any award made as a result of this bid will be a district purchase order, referencing this bid, which shall be considered a part of the contract. The amount will be based upon the fees shown in the bid, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the bid contract must be included with the bid.
15. Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. **Include photocopy of License with bid.** This requirement applies to all subcontractors as well.

Whelcon Contractors LLC.

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COMPANY BIDDING

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28,34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must not be less than 10% of the bid amount)

Bond No. BID030719

KNOW ALL MEN BY THESE PRESENTS THAT: Whelcon Contractors, LLC

(hereinafter "Principal"), as Principal, and Merchants National Bonding, Inc.

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa, with its principal offices

in the City of West Des Moines, holding a certificate of authority to transact surety business in Arizona issued by the

Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the

Humboldt United School District

(hereinafter "Obligee") in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below,

for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,

firmly by these presents.

WHEREAS, the Principal has submitted a bid for Humboldt Elementary School  
Field Retention, Irrigation, and Improvements  
IFB 19-02

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

Witness our hands this 22nd day of May, 2019.

Whelcon Contractors, LLC

PRINCIPAL

SEAL

By [Signature]

Title: COO

Merchants National Bonding, Inc.

SURETY

SEAL

By [Signature]

Jeff Lynn Thompson

(Attorney-in-Fact)

Crest Insurance Group

Agency of Record

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

Agency Address

Phone 480-689-5295



**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of March, 2018



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

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 8th day of March, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM  
Commission Number 767430  
My Commission Expires  
April 1, 2020

*Alicia K. Gram*

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of May, 2019



*William Warner Jr.*  
Secretary

**Acknowledgement and Acceptance of  
Terms and Conditions of the Solicitation/Addendum**

*Explanatory Note: The purpose of this form is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested in the form or that have been requested and approved prior to submission of the Offer. All exceptions or modifications to the Solicitation, regardless of whether the District approved such items prior to submission of the Offer, must be clearly set forth in this form.*

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As used in this form, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of the Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

**Addendum Acknowledgement: I/We have received and consider addenda through  
Addendum # 1 - 5**

**Check one of the following responses to the terms and conditions in the Solicitation,  
including the:**

- ☒ The Offeror takes no exceptions or modifications to the terms and conditions of the Solicitation.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ The Offer requests the exceptions or modifications set forth below and attached hereto to the terms and conditions of the Solicitation:

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to. Unacceptable exceptions shall remove your bid from consideration for award. Humboldt Unified School District #22 shall be the sole judge on the acceptance of exceptions/deviations and their decision shall be final.)*

Signature of Representative of Bidder or Offeror: \_\_\_\_\_



Printed Name of Representative: Travis Whelan

Date: 5-22-19

### Request for Confidentiality of Proprietary Information

*Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.*

The Offeror, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public.

1. Description of specific information that is the subject of the request.

N/A

2. The reason or reasons why the information should be treated as confidential.

N/A



Signature of Representative of Bidder or Offeror: \_\_\_\_\_

Printed Name of Representative: Travis Whelan

Date: 5-21-19

Tiw

**Bid Cost Form.**

Total cost of this project is to include delivery to site, material, equipment, and labor to complete the required Scope of Work for Humboldt Unified School District #22.

\$268,268.24	Base Bid
\$16,007.57	Sales Tax
\$284,275.81	Lump Sum Total Cost Including all Sales Taxes
\$15,864.40	Supplemental Alternate Item #1 (include taxes)
\$6,431.53	Supplemental Alternate Item #2 (include taxes)
\$7,228.96	Supplemental Alternate Item #3 (include taxes)
\$3,771.02	Supplemental Alternate Item #4 (include taxes)
\$1,849.48	Supplemental Alternate Item #5 (include taxes)
\$8,121.82	Supplemental Alternate Item #6 (include taxes)
\$12,351.22	Supplemental Alternate Item #7 (include taxes)
\$2,187.01	Supplemental Alternate Item #8 (include taxes)
\$5,816.80	Supplemental Alternate Item #9 (include taxes)
\$1,697.56	Supplemental Alternate Item #10 (include taxes)
\$39,693.19	Supplemental Alternate Item #11 (include taxes)
\$5,662.40	Supplemental Alternate Item #12 (include taxes)
\$4,529.92	Supplemental Alternate Item #13 (include taxes)

Company Name: **Whelcon Contractors LLC.**

## OFFER AND ACCEPTANCE FORM

The Undersigned hereby bids and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Bid.

Arizona Transaction (Sales) Privilege Tax License No.:

21279995

Federal Employer Identification No.:

90-0814322

Tax Rate: 5.967 %

Company Name Whelcon Contractors LLC.

Address 1430 West Date St

City Tucson State AZ Zip 85704

For clarification of this bid, contact:

Name: Travis Whelan

Phone: 520-256-4893

Fax: 520-314-2008

E-Mail: estimating@whelcon.com

Signature of Person Authorized to Sign Bid

Printed Name Travis Whelan

Title COO

Contractor's License Class & No. A - 279612

B-4 278403

### CERTIFICATION

By signature in the Bid section above, the Bidder certifies:

1. The submission of the Bid did not involve collusion or other anti-competitive practices.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Bidder has not given, directed to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-393, the Bidder is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
6. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
7. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or 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.

### ACCEPTANCE OF BID

The Bid is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Bid as accepted by the School District.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this day of \_\_\_\_\_ 20\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

State of Arizona )  
County of Pima ) ss.

Travis Whelan

\_\_\_\_\_, affiant,  
(Print Name of Person Authorized to Sign Offer)

the Chief Operating Officer  
(Title)

Whelcon Contractors LLC. (Company  
Name)

the persons, corporation, or company who makes the accompanying Bid, having first been duly sworn,  
deposes and says:

That such Bid is genuine and not sham or collusive, nor made in the interest of, or behalf of, any  
persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any  
other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from offering, and  
that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any  
other Offeror.

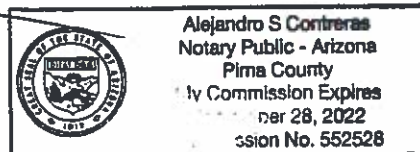
[Signature]  
(Signature of Person Authorized to Sign Offer)

COO  
(Title)

Subscribed and sworn to before me

This 21<sup>st</sup> day of May, 20 19

[Signature]  
Signature of Notary Public in and for the



State of Arizona

County of Pima

Whelcon Contractors LLC

COMPANY BIDDING



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Whelcon Contractors LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1430 West Date St</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Tucson, AZ 85704</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
9	0	-	0	8	1	4	3	2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► **5-21-19**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2019

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

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

<b>PRODUCER</b> Crest Insurance Group, LLC 5285 E Williams Cir. Ste 4500 Tucson AZ 85711		<b>CONTACT NAME:</b> Lisa Hanson <b>PHONE (A/C, No. Ext):</b> 520-881-5760 <b>E-MAIL ADDRESS:</b> info@crestins.com <b>FAX (A/C, No):</b> 520-325-3757	
<b>INSURED</b> Whelcon Contractors LLC 3360 N Country Club Rd Suite 110 Tucson AZ 85716		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Westfield Insurance Company <b>INSURER B:</b> CopperPoint National Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>WHEELCON-01</b>		<b>NAIC #</b> 584 13929	

**COVERAGES**

CERTIFICATE NUMBER: 1894290953

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CWP 9910610	8/10/2018	8/10/2019 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CWP 9910610	8/10/2018	8/10/2019 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CWP 9910610	8/10/2018	8/10/2019 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	1018895	8/10/2018	8/10/2019 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			CWP9910610	8/10/2018	8/10/2019 Limit \$200,000 Deductible: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project:

Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability). Waiver of Subrogation (General Liability, Automobile Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Cody Ritchie



**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:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

**SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b>
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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



## BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

### SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
- Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. Supplementary Payments**
- Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
- Transportation Expenses
  - Personal Effects (Excess Basis)
  - Additional Coverages
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
- Bodily Injury Redefined
- In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:
- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
  - Auto Loan/Lease Gap Coverage - CA 20 71
  - Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
  - Employee Hired Autos - CA 20 54
  - Employees As Insureds - CA 99 33
  - Hired Auto Physical Damage (Refer to Auto Declarations page)
  - Rental Reimbursement Coverage - CA 98 23
  - Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

- A. WHO IS AN INSURED BROADENED**
- SECTION II - COVERED AUTOS LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:
- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

1. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

## B. SUPPLEMENTAL PAYMENTS

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:**

(2) Up to \$5,000 for 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 per day because of time off from work.

## C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, Item B. Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

## D. COVERAGE EXTENSIONS

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

### a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for 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 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".

The following is added to Item 4. Coverage Extensions:

### c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

## E. ADDITIONAL COVERAGES

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:**

5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
  - (b) Required by local ordinance.
- No deductible applies to this additional coverage.

#### F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- Mechanical breakdown does not apply to the accidental discharge of an airbag.

#### G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item D. Deductible the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

#### H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, item A. Loss Conditions is amended as follows:

Subparagraph a. under item 2. Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

#### I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

#### J. WORLDWIDE COVERAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, subparagraph (5) is deleted and replaced with the following:

- (5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.

- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(f) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

#### K. DEFINITIONS

Under SECTION V - DEFINITIONS, item C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**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

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement.

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 09/17/2018  
Insured Wheelcon Contractors LLC

Policy No. 1019896

Endorsement No. 10  
Premium \$ 500

Insurance Company CopperPoint National Insurance Company

Countersigned by



WC 00 03 13  
(Ed. 4-84)

**POLICY INFORMATION PAGE ENDORSEMENT**

The following item(s)

- |   |   |
|---|---|
| <input type="checkbox"/> Insured's Name (WC 89 06 01)                 | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12)                         |
| <input type="checkbox"/> Expiration Date (WC 89 06 04)                | <input type="checkbox"/> Item 3.C. States (WC 89 06 13)                         |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05)      | <input checked="" type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06)        | <input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15)              |
| <input type="checkbox"/> Producer's Name (WC 89 06 07)                | <input checked="" type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16) |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18)     |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10)         | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25)   |
| <input type="checkbox"/> Item 3.A. States (WC 89 06 11)               |   |

**Is changed to read:****Total Estimated Annual Premium: \$7,806**

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 09/17/2018  
Insured Whelcon Contractors LLC

Policy No. 1019896

Endorsement No. 11  
Premium Cost Change \$500

Insurance Company CopperPoint National Insurance Company

Countersigned by

**WC 89 06 00 B**  
(Version 7/01)

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



## **COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

### **SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
  - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
  - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
  - Contractual Personal and Advertising Injury
  - Exclusions
- H. Supplementary Payments**
  - Bail Bonds - \$2,500
  - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
  - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
  - Managers or Lessors of Premises
  - Mortgagee, Assignee or Receiver
  - Owners or Other Interests From Whom Land Has Been Leased
  - Co-Owners of Insured Premises
  - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice)
  - Individual Owners of Building are Insured's
  - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
  - Bodily Injury redefined
  - Insured Contract redefined
  - Expanded Personal and Advertising Injury definition

#### **A. EXPECTED OR INTENDED INJURY**

Under **SECTION 1, COVERAGES, COVERAGE**

#### **A. BODILY INJURY AND PROPERTY DAMAGE**

exclusion a. is replaced with the following:

##### **a. 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 for the purpose of protecting persons or property.

**B. LIQUOR LIABILITY COVERAGE EXTENSION**  
**SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.**

**C. NON-OWNED WATERCRAFT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a)** is replaced with the following:

- (a) Less than 60 feet long; and

**D. NON-OWNED AIRCRAFT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft**, the following is added:

- (6) An aircraft you do not own provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - (b) It is rented with a trained, paid crew; and
  - (c) It does not transport persons or cargo for a charge.

**E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j.** is deleted and replaced by the following:

**j. Damage To Property:**

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

**F. DAMAGE TO PREMISES RENTED TO YOU**

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions**, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**



## **G. PERSONAL AND ADVERTISING INJURY**

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item 2. Exclusions e. Contractual Liability is deleted.

Under **SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. Exclusions:

### **q. Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

### **r. Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

## **H. SUPPLEMENTARY PAYMENTS**

Under **SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

## **I. ADDITIONAL INSURED - AUTOMATIC STATUS**

**SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

### **a. State or Governmental Agency or Subdivision or Political Subdivisions**

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

### **b. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**c. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**d. Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**f. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

**J. WHO IS AN INSURED BROADENED**

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

**f. Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED**, **2.a.(1)(d)** is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED**, **3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

#### **K. KNOWLEDGE AND NOTICE OF OCCURRENCE**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

#### **L. OTHER INSURANCE CONDITION AMENDED**

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

##### **4. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary and non-contributory except when b. below applies.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

**M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 6. **Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 8. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

**O. LIBERALIZATION**

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

**P. DEFINITIONS**

Under **SECTION V - DEFINITIONS**, item 3. is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item 9. is deleted and replaced with the following:

**9. "Insured Contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- b. A sidetrack agreement;

- c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
  - (1) Not done intentionally by or at the direction of:
    - (a) The insured; or
    - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
  - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

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

# **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

## **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
- The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- Required by the contract or agreement; or
  - 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD  
*Signature*  
SERIES

# COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

## SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury
  - Reasonable force
- B. Liquor Liability Coverage Extension
- C. Non-Owned Watercraft
  - Increased to 80 feet
- D. Non-Owned Aircraft
- E. Damage To Property - Borrowed Equipment
- F. Damage To Premises Rented To You
- G. Personal And Advertising Injury
  - Contractual Personal and Advertising Injury
  - Exclusions
  - Supplementary Payments
    - Bail Bonds - \$2,500
    - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status
  - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
  - Managers or Lessors of Premises
  - Mortgagee, Assignee or Receiver
  - Owners or Other Interests From Whom Land Has Been Leased
  - Co-Owners of Insured Premises
  - Lessor of Leased Equipment
- J. Who Is An Insured broadened
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice)
  - Individual Owners of Building are Insured's
  - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence
- L. Other Insurance Condition Amended
- M. Unintentional Failure To Disclose Hazards
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status
- O. Liberalization
- P. Definitions
  - Bodily Injury redefined
  - Insured Contract redefined
  - Expanded Personal and Advertising Injury definition

- A. EXPECTED OR INTENDED INJURY
  - Under SECTION 1, COVERAGES, COVERAGE
  - A. BODILY INJURY AND PROPERTY DAMAGE
  - exclusion a. is replaced with the following:
    - a. 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 for the purpose of protecting persons or property.



**B. LIQUOR LIABILITY COVERAGE EXTENSION**  
**SECTION 1, COVERAGES, COVERAGE A**  
**BODILY INJURY AND PROPERTY DAMAGE**  
**LIABILITY, Item 2. Exclusions c. Liquor Li-**  
**ability is deleted.**

**C. NON-OWNED WATERCRAFT**

**Under SECTION 1, COVERAGES, COVERAGE**  
**A BODILY INJURY AND PROPERTY DAMAGE**  
**LIABILITY, Item 2. Exclusions g.2(a) is re-**  
**placed with the following:**

- (a) Less than 80 feet long; and

**D. NON-OWNED AIRCRAFT**

**Under SECTION 1, COVERAGES, COVERAGE**  
**A BODILY INJURY AND PROPERTY DAMAGE**  
**LIABILITY, Item 2. Exclusions g. Aircraft,**  
**Auto or Watercraft, the following is added:**

- (e) An aircraft you do not own provided that:

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- (b) It is rented with a trained, paid crew; and
- (c) It does not transport persons or cargo for a charge.

**E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT**

**Under SECTION 1, COVERAGES, COVERAGE**  
**A BODILY INJURY AND PROPERTY DAMAGE**  
**LIABILITY, Item 2. Exclusions j. is deleted**  
**and replaced by the following:**

- j. Damage To Property:**
  - (1) Property you own, rent or occupy;
  - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (3) Property loaned to you;
  - (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

**F. DAMAGE TO PREMISES RENTED TO YOU**

**Under SECTION 1 - COVERAGES, COVERAGE**  
**A BODILY INJURY AND PROPERTY DAMAGE**  
**LIABILITY, Item 2. Exclusions, the last para-**  
**graph of Item 2. Exclusions is replaced with**  
**the following:**

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

**G. PERSONAL AND ADVERTISING INJURY**

Under SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions a. Contractual Liability is deleted.

Under SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

**q. Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

**r. Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

**H. SUPPLEMENTARY PAYMENTS**

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**I. ADDITIONAL INSURED - AUTOMATIC STATUS**

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. State or Governmental Agency or Subdivision or Political Subdivisions**  
A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, repair, maintenance, erection, construction, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

**b. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**c. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**d. Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**f. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

**J. WHO IS AN INSURED BROADENED**

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

**f. Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE  
Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:

a. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED  
When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance  
If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary and non-contributory except when b. below applies.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defense, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

**M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Representations, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS**

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

**O. LIBERALIZATION**

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

**P. DEFINITIONS**

Under SECTION V - DEFINITIONS, item 3. is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under SECTION V - DEFINITIONS, item 8. is deleted and replaced with the following:

8. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

Under SECTION V - DEFINITIONS, item 14, the following is added to the definition of "personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

Tw

**This attachment to Bid shall be submitted along with the Bid Form.**

[illegible]



Humboldt Unified School District #22  
GENERAL NOTIFICATION  
ASBESTOS AND HAZARDOUS MATERIAL STATEMENT

**PLEASE RETURN THIS SIGNED FORM ALONG WITH YOUR REQUEST FOR BID.**

**ATTENTION:** Architects, Engineers, Consultants, Contractors, Subcontractors, Craftsmen and Vendors. The following information is extremely important and must be adhered to without exception:

Asbestos Contained Building Materials (ACBM) will not be used on any project within the Humboldt Unified School District #22. ACBM is defined as any building material having an asbestos content of 1% or more. Typical examples of materials that may contain asbestos and therefore would be considered ACBM are: vinyl asbestos tile, certain forms of adhesive used to hold vinyl tile, certain forms of adhesive used to hold cove base molding, some thermal insulation, and transite paneling. The above list is not complete but merely represents some of the material more commonly found on job sites that are ACBM. As per EPA guidelines, some roofing material used on the exterior of the buildings may be considered ACBM. Address any questions concerning asbestos to Ramon (Ray) Rosario, Maintenance Director at [ramon.rosario@humboldtunified.com](mailto:ramon.rosario@humboldtunified.com).

Solder and paint with any amount of lead is no longer authorized, and will not be used in any District projects.

**HOLD HARMLESS:**

Interface of work under this contract with work containing asbestos shall be executed by the contractor at risk and discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract, the contractor acknowledges the above and agrees to hold harmless the owner, employees and agents and assigns for all asbestos liability which may be associated with respect to the above-mentioned standards, hazards, risks and liabilities.

I have read the above information and will comply.

**Whelcon Contractors LLC.**

Company Name

Authorized Signature/Local Representative

**Travis Whelan/COO**

Typed Name/Position Held with Company

**1430 West Date St.**

Mailing Address

**Tucson, AZ 85704**

City

State

Zip

**520-314-2001 / 520-314-2008**

Telephone Number/FAX Number

**5-22-19**

Date

**90-0814322**

Federal Tax I.D. Number



**STATEMENT OF BIDDER'S QUALIFICATIONS**

To accompany bids submitted for this IFB:

Name of Bidder: Whelcon Contractors LLC.

Address: 1430 West Date St Tucson AZ 85704

Phone Number: 520-314-2001 Fax Number: 520-314-2008

When Organized: 2012

Where Incorporated: Arizona

State of Arizona Contractors License number(s): A 279612 - B-4 278403

No. of years engaged in the contracting business under the present firm name? 1

Gross Amount of Contract Value in Hand on the Date of this Bid: \$ 700,000.00

Have you ever defaulted on a contract? If yes, amount and date: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Please list one (1) current trade and one (1) financial references with contact name:

1. Contact Name: Jamie Gilbert Firm Name: Bank of America

Address: 2080 W. Ina Rd. Tucson AZ 85704

Phone Number: 520-917-5255 Fax Number: \_\_\_\_\_

2. Contact Name: Tito Glararza Firm Name: Cal Portland

Address: 3755 N. Business Center Dr. #3 Tucson AZ 85705

Phone Number: 520-744-3222 Fax Number: \_\_\_\_\_

Bidder should list five (5) or more current local client references and current phone numbers for in-progress or recently completed projects. These projects should be like scope and/or value to this proposed project:

**REFERENCES**

1. Contact Name: Denise M. Fair Firm Name: Pima County Dept. of Transportation

Phone Number: 520-724-6410 Fax Number:

Project Name: Benson Highway and Drexel Rd. Improvements

Contract Value \$ 733,000.00 Actual /Projected Completion Date: May 3, 2019

2. Contact Name: Karter Kay Firm Name: Granite Construction

Phone Number: 520-334-7057 Fax Number:

Project Name: COT ADA Downtown Sidewalk PKG 1 and PKG 2

Contract Value \$ 400,000 Actual /Projected Completion Date: May 31, 2019

3. Contact Name: Mike Tadeo Firm Name: KE & G Construction

Phone Number: 520-488-0353 Fax Number:

Project Name: Magee 17 Rip Rap

Contract Value \$ 288,000.00 Actual /Projected Completion Date: May 17, 2019

4. Contact Name: Dave Bevans Firm Name: Residential

Phone Number: 520-299-4449 Fax Number:

Project Name: Bevans Backyard Remodel

Contract Value \$ 80,000.00 Actual /Projected Completion Date: 11-1-18

5. Contact Name: Tanner Spross Firm Name: Santa Rita Landscaping

Phone Number: 520-258-8291 Fax Number: 520-623-9026

Project Name: Ina Rd. Sleeves

Contract Value \$ 48,000 Actual /Projected Completion Date: 1-12-19

ARIZONA DEPARTMENT OF REVENUE  
ATTN: Customer Care and Outreach  
PO BOX 29032  
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2019

ISSUED TO: WHELCON CONTRACTORS LLC  
1430 W DATE ST  
TUCSON AZ 85704

ALL communications and  
reports MUST REFER to  
this LICENSE NO.

➤ LICENSE: 21279995  
START DATE: 10/01/2018  
ISSUED: 12/27/2018  
EXPIRES: 12/31/2019

LOCATION: CODE 001  
WHELCON CONTRACTORS LLC  
1430 S DATE STREET  
TUCSON, AZ 85704  
1800054698931

**BUSINESS CODE**

015 - CONTRACTING - PRIME  
015 - CONTRACTING - PRIME  
015 - CONTRACTING - PRIME

**REGION**

PMA - PIMA  
MA - MARANA  
TU - TUCSON

**JURISDICTION**

COUNTY  
CITY  
CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

IMPORTANT NOTICE

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Whelcon Contractors LLC

Whelcon Contractors LLC  
1430 W Date St  
Tucson, AZ 85704-2218

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 07/31/2020  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Whelcon Contractors LLC

CONTRACTORS LICENSE NO. 279612 CLASS A

General Engineering

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR



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Whelcon Contractors LLC  
1430 W Date St  
Tucson, AZ 85704-2218

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LICENSE EFFECTIVE THROUGH: 07/31/2020  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Whelcon Contractors LLC

CONTRACTORS LICENSE NO. 278403 CLASS B-4

General Residential Engineering Contractor

THIS CARD MUST BE  
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR



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Whelcon Contractors LLC

Whelcon Contractors LLC  
1430 W Date St  
Tucson, AZ 85704-2218

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LICENSE EFFECTIVE THROUGH: 07/31/2020  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Whelcon Contractors LLC

CONTRACTORS LICENSE NO. 278403 CLASS B-4

General Residential Engineering Contractor

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JEFF FLEETHAM, DIRECTOR



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Whelcon Contractors LLC

Whelcon Contractors LLC  
1430 W Date St  
Tucson, AZ 85704-2218

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LICENSE EFFECTIVE THROUGH: 07/31/2020  
STATE OF ARIZONA

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CONTRACTORS LICENSE NO. 278403 CLASS B-4

General Residential Engineering Contractor

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## DISCLAIMER

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Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

## DETAILS FOR FLEXGROUND LLC LICENSE NUMBER ROC 288687

WEDNESDAY MAY 22, 2019 08:05:04 AM

**CONTRACTOR****LICENSE****NAME / ADDRESS / PHONE****Flexground LLC**

1809 W 4th St

Tempe, AZ 85281-2403

Phone: (602) 954-0000

**STATUS / ACTION**

Active

**CLASS & DESCRIPTION****Specialty Dual CR-21 Hardscaping and Irrigation Systems****ENTITY TYPE**

LLC

**ISSUED / RENEWAL**

First Issued: 2014-02-04

Renewed Through: 2020-02-29

**QUALIFYING PARTY & PERSONNEL**

*The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.*

**Name:** William John Stafford Jr**Position:** Member, Qualifying Party**Other Licenses:**[220813 \(/contractor-search?](#)[Id=a0Yt000000ACJjBEAX\)](#) (Stafford Industries LLC)[283192 \(/contractor-search?](#)[Id=a0Yt000000ACH07EAP\)](#)

(Flexground LLC)

[234465 \(/contractor-search?](#)[Id=a0Yt000000ACLZBEA5\)](#)

(Flexground LLC)

**Name:** Corbin Chandler Hague**Position:** Member**Other Licenses:**[283192 \(/contractor-search?](#)[Id=a0Yt000000ACH07EAP\)](#)

(Flexground LLC)

**Name:** Gregory Dean Hague**Position:** Member**Other Licenses:**[283192 \(/contractor-search?](#)[Id=a0Yt000000ACH07EAP\)](#)

(Flexground LLC)

**COMPLAINT INFORMATION**

*Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.*

**0****CLOSED CASES**

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## DETAILS FOR DESERT SEEDERS LLC LICENSE NUMBER ROC 201792

WEDNESDAY MAY 22, 2019 08:05:17 AM

**CONTRACTOR**

## NAME / ADDRESS / PHONE

**Desert Seeders LLC**

14854 W Belmont Dr  
Casa Grande, AZ 85194-7356

Phone: (520) 705-1277

## STATUS / ACTION

Active

**LICENSE**

## CLASS &amp; DESCRIPTION

**Specialty Dual CR-21 Hardscaping and Irrigation Systems**

## ENTITY TYPE

LLC

## ISSUED / RENEWAL

First Issued: 2004-11-22

Renewed Through: 2020-11-30

**QUALIFYING PARTY & PERSONNEL**

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

**Name:** Richard Daniel James

**Position:** Member, Qualifying Party

**Name:** Pauline James

**Position:** Member

**COMPLAINT INFORMATION**

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors** at 602-542-1525 or toll-free statewide at 1-877-My **AZROC** (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

**CLOSED CASES**

0

Open Cases |

0

Disciplined Cases |

0

Resolved / Settled Cases |

**BOND INFORMATION**

**How to collect from a license bond** (<https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect>)



## DISCLAIMER

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## DETAILS FOR AMERICAN FENCE COMPANY OF ARIZONA INC LICENSE NUMBER ROC 016349

WEDNESDAY MAY 22, 2019 08:05:43 AM

**CONTRACTOR****LICENSE****NAME / ADDRESS / PHONE****American Fence Company Of Arizona Inc**

Po Box 19040

Phoenix, AZ 85005-9040

**Phone:** 602**STATUS / ACTION**

Active

**CLASS & DESCRIPTION****Specialty Dual CR-14 Fencing****ENTITY TYPE****Corporation****ISSUED / RENEWAL****First Issued:** 1954-09-07**Renewed Through:** 2019-08-31

This license is QP Exempt. i

**QUALIFYING PARTY & PERSONNEL**

*The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.*

**Name:** Curtis Edward Jurek**Position:** Officer**Other Licenses:**015169 (/contractor-search?Id=a0Yt000000ACVy3EAH)

(American Fence Company Inc)

069568 (/contractor-search?Id=a0Yt000000ACP19EAH)

(American Fence Company Inc)

069569 (/contractor-search?Id=a0Yt000000ACP6GEAX)

(American Fence Company Inc)

079039 (/contractor-search?Id=a0Yt000000ACOoXEAX)

(American Fence Company Inc)

032067 (/contractor-search?Id=a0Yt000000ACQj3EAH)

(American Fence Company Of Arizona Inc)

069389 (/contractor-search?Id=a0Yt000000ACP6SEAX)**Name:** Paul Anthony Martinez**Position:** Officer**Other Licenses:**015169 (/contractor-search?Id=a0Yt000000ACVy3EAH)

(American Fence Company Inc)

069568 (/contractor-search?Id=a0Yt000000ACP19EAH)

(American Fence Company Inc)

069569 (/contractor-search?Id=a0Yt000000ACP6GEAX)

(American Fence Company Inc)

079039 (/contractor-search?Id=a0Yt000000ACOoXEAX)

(American Fence Company Inc)

032067 (/contractor-search?Id=a0Yt000000ACQj3EAH)

(American Fence Company Of Arizona Inc)

069389 (/contractor-search?Id=a0Yt000000ACP6SEAX)**Name:** Lois Jean Maurin**Position:** Officer**Other Licenses:**032067 (/contractor-search?Id=a0Yt000000ACQj3EAH)

(American Fence Company Of Arizona Inc)

069389 (/contractor-search?Id=a0Yt000000ACP6SEAX)

(American Fence Company Of Arizona Inc)

069390 (/contractor-search?Id=a0Yt000000AClvqEAH)

(American Fence Company Of Arizona Inc)

073474 (/contractor-search?Id=a0Yt000000ACPhpEAP)

(American Fence Company Of Arizona Inc)

103476 (/contractor-search?Id=a0Yt000000ACOT2EAP)

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DETAILS FOR  
**WESTERN TECHNOLOGIES INC**  
LICENSE NUMBER ROC 260996

WEDNESDAY MAY 22, 2019 08:05:21 AM

**CONTRACTOR**

## NAME / ADDRESS / PHONE

**Western Technologies Inc**

3737 E Broadway Rd

Phoenix, AZ 85040-2921

Phone: (602) 437-8979 X314

## STATUS / ACTION

Active

**LICENSE**

## CLASS &amp; DESCRIPTION

**General Commercial A General Engineering**

## ENTITY TYPE

Corporation

## ISSUED / RENEWAL

First Issued: 2009-11-28

Renewed Through: 2019-11-30





FIELD RETENTION, IRRIGATION, AND IMPROVEMENTS  
2750 S. CORRAL STREET  
HUMBOLDT, AZ 86329

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**ARCHITECT:** ADM GROUP INC.  
2100 W. 15TH STREET  
TEMPE, AZ 85281

**PHONE:** 480.265.3800

**EMAIL:** [info@admgrouppc.com](mailto:info@admgrouppc.com)

**CONTACT:** FERNANDO MERCADO

**CONSULTANTS:** *cm*

[illegible]

14.1	POCKET REFLECTION MIRROR
14.2	STANDARD MIRROR
14.3	STANDARD REFLECTOR
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[illegible]

PROJECT LOCATION

## admi









$$H^1(\mathbb{R}^n) \hookrightarrow H^1(\mathbb{R}^n) \hookrightarrow H^1(\mathbb{R}^n)$$


CORRAL STREET

**SOUTH HECLA STREET**

[illegible]

HUMBOLDT ELEMENTARY SCHOOL  
FIELD RETENTION & IMPROVEMENTS  
2750 S. CORRAL STREET  
HUMBOLDT, ARIZONA 86320



adm

2180 west 15th street  
tampa, florida 33601-4841  
tel: 408.295.3800  
fax: 408.295.3801

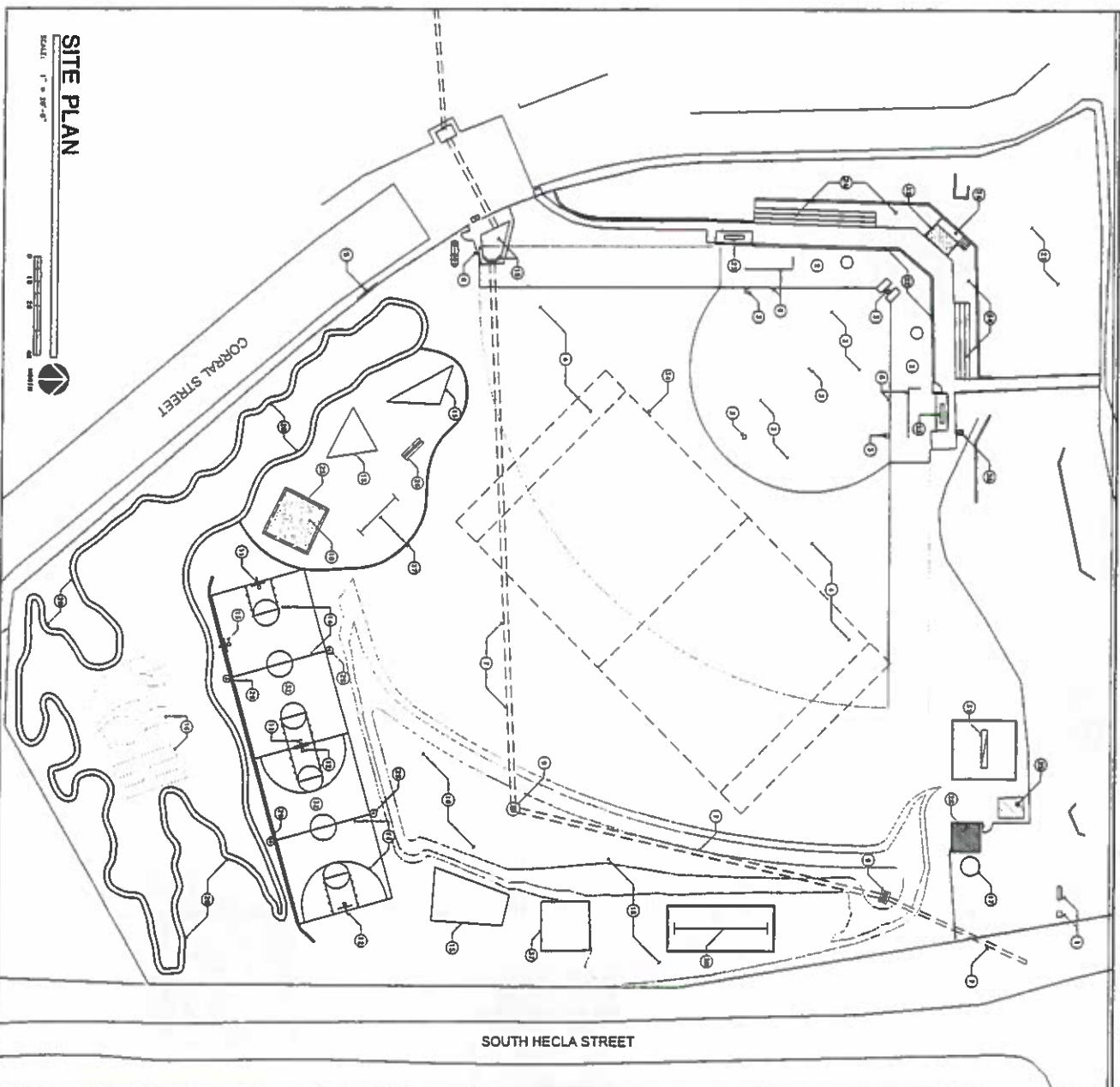
**SEE YOU  
SPOT!**

Project Number	1995-100
Date	04-11-10
Drawn By	WJ
Checked By	JL, PM

Page 10 of 10



9-21-61



**SOUTH HECLA STREET**

**GENERAL NOTES:**

- [illegible]

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2750 S. CORRAL STREET  
HUMBOLDT, ARIZONA 8632



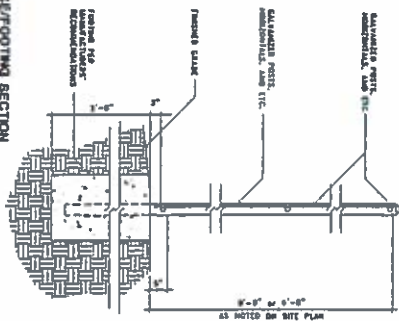
adm:

2100 West 15th Street  
Tulsa, Arizona 85301-4942  
tel: 480.221.3800  
fax: 480.221.3801

10 PROJECT SITE BANNER (QUANTITY 2)  
SCALE: 3/4" = 1'-0"

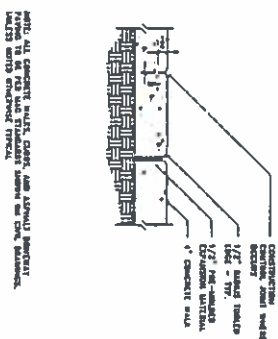
7 FENCE/FOOTING SECTION  
SCALE: 3/4" = 1'-0"

10-10-10

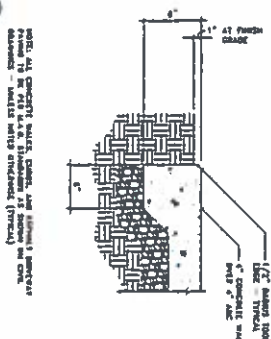


**4 CONCRETE JOINT - CONTROL & EXPANSION**  
SCALE: 1-1/2" = 1'-0"

800-828-0828

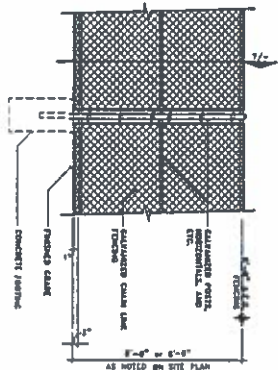


**1 CONCRETE SIDEWALK EDGES**  
SCALE: 1" = 1/2" = 1'-0"

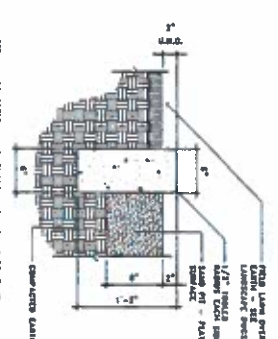


**8 FENCE ELEVATION**  
SCALE: 3/8" = 1'-0"

0.

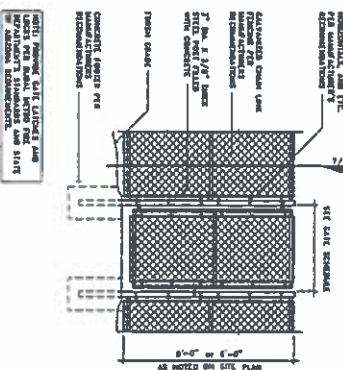


3 CONCRETE CURB AT SAND PIT  
SCALE: 1"=1/2" = 1'-0"



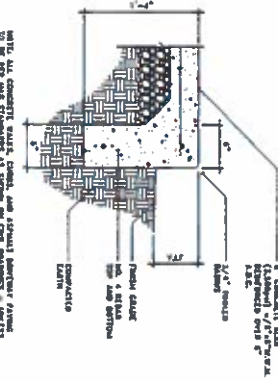
5 GATE ELEVATION - BRIDGE  
SCALE: 3/8" = 1'-0"

.....



2 CONCRETE EDGE TURNDOWN  
SCALE: 1-1/2" = 1'-0"

1



desert  
adaptive

1) THE SYSTEM DESIGN ASSUMES A BALANCE BETWEEN OF GOOD FOR THE SYSTEM AS A

- PRECEDENCE OVER REGULATION EQUIPMENT LOCATION, AVOID CONFLICTS BETWEEN THE REGULATION ITEM, PLACING MATERIALS AND ARCHITECTURAL FEATURES.

- CONTROL WIRE AND DISC LABEL FOR AFTER THE INSTALLATION OF THE MARKCARE IS COMPLETE.

COORDINATE WITH ALL ISATC-

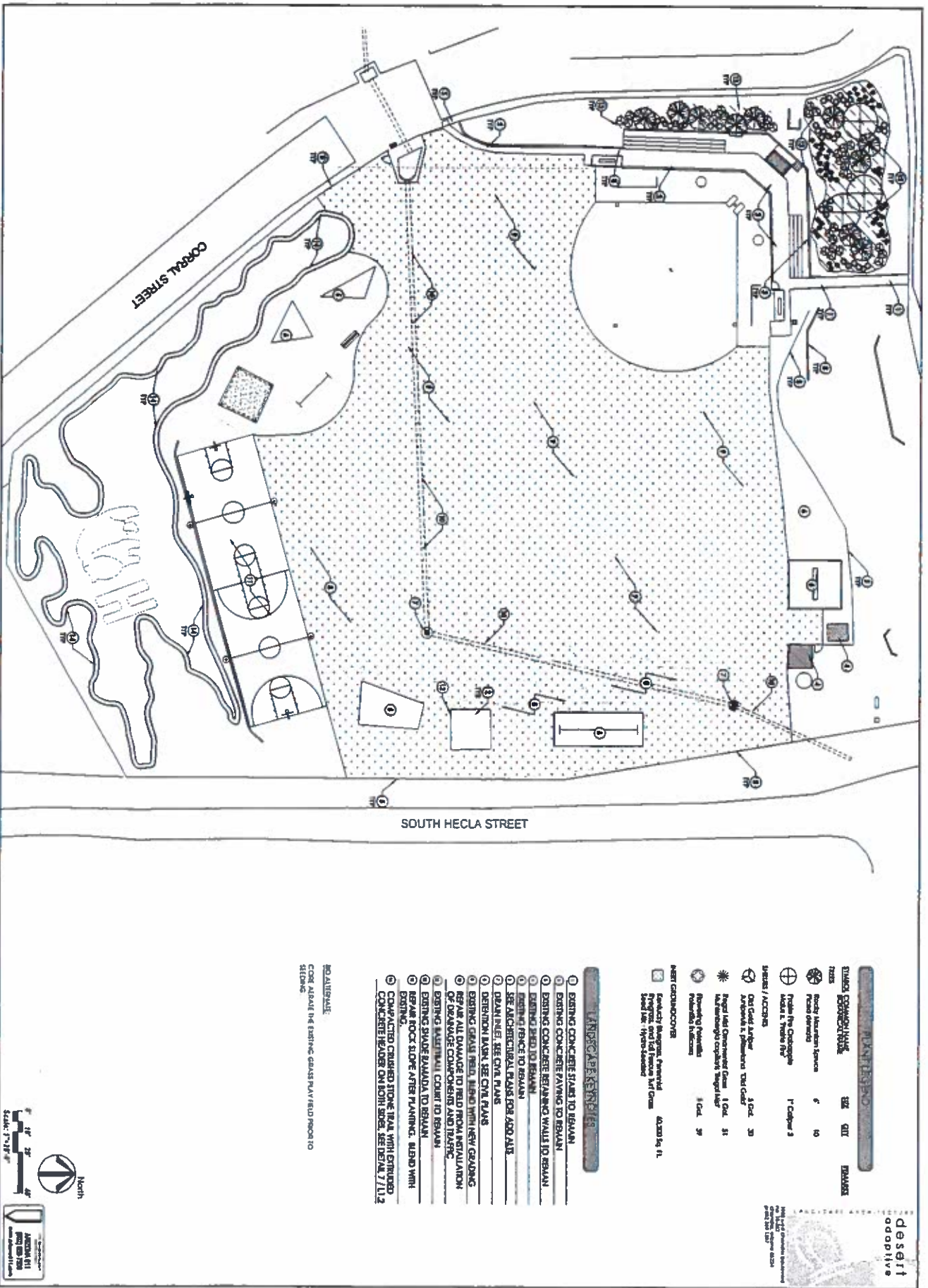
100

## ARCHITECT

- LANDSCAPE ARCHITECT

## Desert Adaptive Landscapes Architecture L.L.C.





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**1. TOP OF ROOT BALL TO BE AT FINISHED GRADE**  
**2. 1\"/>**

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**1. TOP OF ROOT BALL TO BE AT FINISHED GRADE**  
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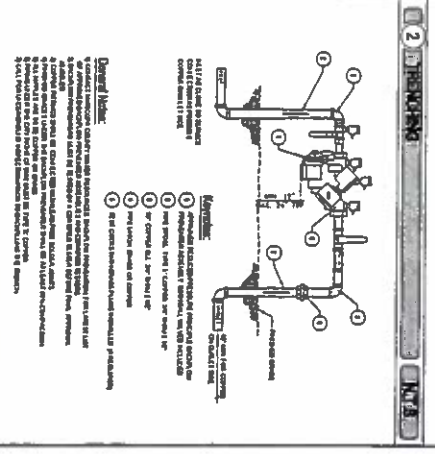
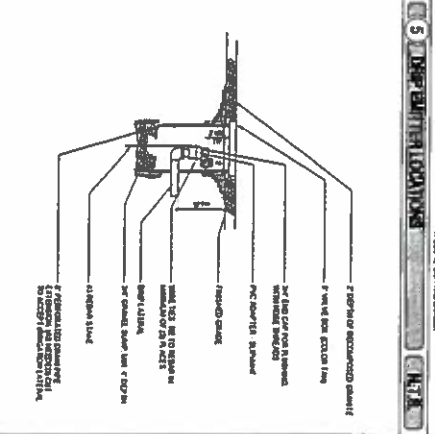
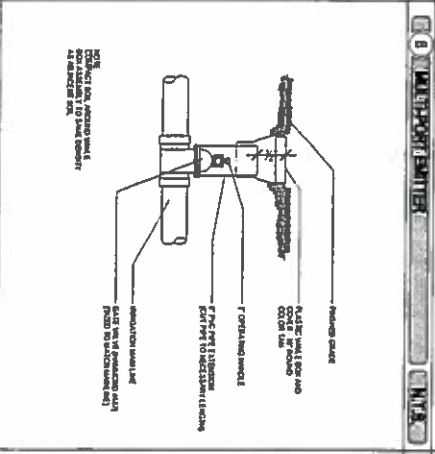
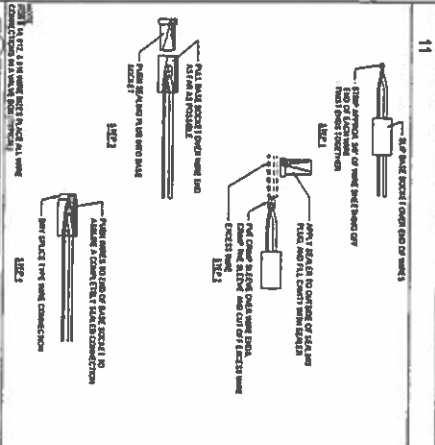
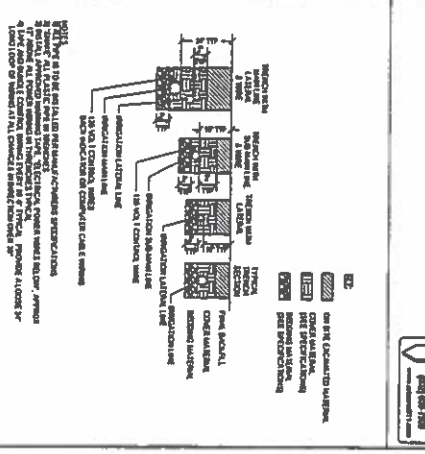
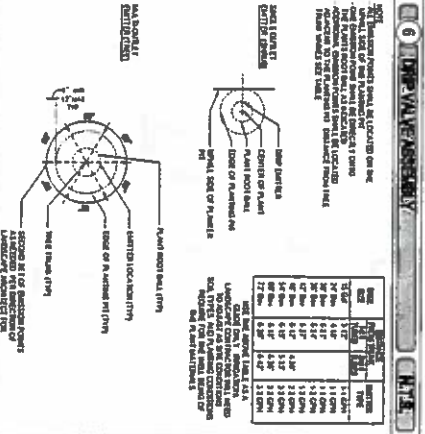
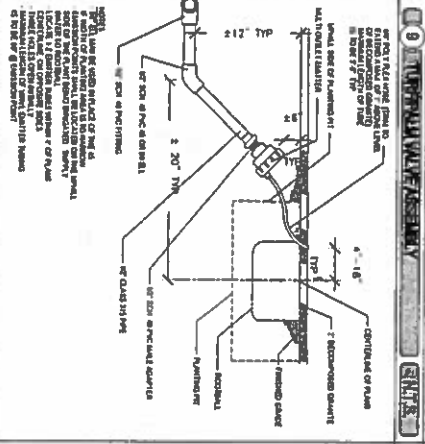
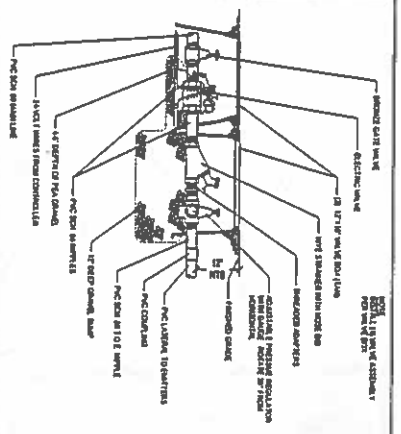
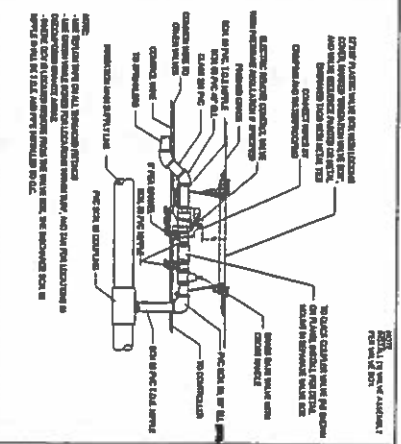
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## AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA     )  
County of Yavapai     ) ss.

I, Salina Sialega, being first duly sworn on her oath, say:  
That she is the Legals Clerk of PRESCOTT NEWSPAPERS, INC., an  
Arizona corporation, which owns and publishes THE DAILY  
COURIER, a Daily Newspaper published in the City of Prescott, County  
of Yavapai that the notice attached hereto, namely,

**HUMBOLDT UNIFIED SCHOOL DISTRICT  
IFB 19-02, SEEKING CONSTRUCTOR  
FIELD RETENTION, IRRIGATION, AND ADDITIONAL IMPROVEMENTS**

Has, to the personal knowledge of affidavit, been published in the news  
paper aforesaid, according to law, on 01 day of MAY, 2019 to 08 day of  
MAY, 2019 both inclusive without change, interruption or omission,  
amounting in all 2 insertions, made on the following dates:  
MAY 1, 8, 2019

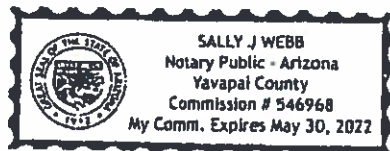
By: \_\_\_\_\_

Dated this 15 Day of MAY, 2019

By: \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_



Humboldt Unified School District is issuing IFB 19-02, seeking a qualified contractor for Field Retention, Irrigation, and Additional Improvements. The documents can be downloaded at [www.humboldtunified.com](http://www.humboldtunified.com) or at [www.azpurchasing.org](http://www.azpurchasing.org). Optional pre-bid meeting is May 10, 2019 at 10:00 AM (AZ time) in the administrative office of Humboldt Elementary School located at 2750 S Corral Street, Humboldt, AZ 86329. Sealed bids must be received by Humboldt Unified School District no later than 2:00 PM (AZ time) on May 22, 2019 at Humboldt Unified School District Business Office, 6411 N Robert Road, Prescott Valley, AZ 86314, (928) 759-4014. 2TC PUB May 1, 8, 2019

