C-10958
06/28/2016

ORIGINAL

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

PROJECT NO. 151623
PAVEMENT MANAGEMENT PROGRAM - RECONSTRUCTION AND MILL & OVERLAY
APRIL, 2016

GLENDALE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
58588
DAVID D.
BEARD
Date Signed 4/1/2017
ARIZONA U.S.A.
Expires: 09/30/2017

CITY OF GLENDALE

ENGINEERING DEPARTMENT
5850 W. Glendale Avenue, Glendale, Arizona 85301 (623) 930-3630

Engineering Department

Memorandum

DATE:	April 1, 2016
TO:	All Plan and Specification Holders
FROM:	Engineering
SUBJECT:	PROJECT 151623 – PAVEMENT MANAGEMENT PROGRAM – RECONSTRUCTION AND MILL & OVERLAY

ADDENDUM NO. 1

In accordance with the contract documents "Information for Bidders," Page 4, Paragraph 12 CHANGES TO PLANS AND DOCUMENTS, the following revisions to the plans and specifications shall become a part of the contract documents and the bidder shall acknowledge receipt thereof as directed in Paragraph 13 of the Information for Bidders.

CHANGES TO NOTICE TO CONTRACTORS & INFORMATION FOR BIDDERS

The dates for the pre-bid meetings have been revised as follows:

NON-MANDATORY pre-bid conference will be held on April 7, 2016 at 10:00 AM

MANDATORY pre-bid conference will be held on April 14, 2016 at 2:00 PM

END OF ADDENDUM

Registered Professional Engineer (Civil)
CERTIFICATE NO. 58566
DAVID D. BEARD
Date Signed 4/1/2016
ARIZONA U.S.A.

Expires: 09/30/2017

Engineering Department

Memorandum

DATE: April 18, 2016
TO: All Plan and Specification Holders
FROM: Engineering
SUBJECT: PROJECT 151623 – PAVEMENT MANAGEMENT PROGRAM – RECONSTRUCTION AND MILL & OVERLAY

ADDENDUM NO. 2

In accordance with the contract documents "Information for Bidders," Page 4, Paragraph 12 CHANGES TO PLANS AND DOCUMENTS, the following revisions to the plans and specifications shall become a part of the contract documents and the bidder shall acknowledge receipt thereof as directed in Paragraph 13 of the Information for Bidders.

The following information is, by this reference, incorporated into the Contract Documents for this project:

Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress or other funding agencies, including the Glendale City Council, rescind(s), fail(s) to renew or otherwise reduce(s) apportionments or obligation authority, the City shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

The cost of the project under this Agreement includes indirect costs approved by FHWA, HURF, and other federal agencies as applicable.

This Agreement may be cancelled in accordance with Arizona Revises Statutes §38-511.

Non-Availability of Funds: Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

CONSTRUCTION AGREEMENT - ADD ITEM 14. TERM" *(NOTE: Current items numbered 14 (Dispute Resolution) and 15 (Exhibits) shall be renumbered upon inclusion of the term into the contract documents.)*

Term. The term of this Agreement commences upon the Effective Date which is the date last signed by both parties and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement for an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least (30) calendar days prior to the expiration of the original or any renewal Agreement period. The City has no obligation to extend or renew this Agreement, and any decision to do so is at the sole discretion of the City. There are no automatic renewals of this Agreement.

CHANGES TO BID SCHEDULE

ADDITIONS TO BID TABLE –

ITEM 6.1 - MAG Asphaltic Concrete Overlay - 19mm (3/4") – Low traffic condition – 3.0" thickness
ITEM 6.2 - MAG Asphaltic Concrete Overlay 19mm (3/4") – High traffic condition – 3.0" thickness
ITEM 9.1 – Asphalt patching – Remove and Replace – Mix designation per location (Per 4' width – match existing thickness)

REVISE ITEM DESCRIPTION WITHIN BID TABLE (and reference within Technical Specifications) TO READ –

ITEM 5 - MAG Asphaltic Concrete Overlay - 9.5mm (3/8") Low traffic condition – 1.5" thickness
ITEM 6 – MAG Asphaltic Concrete Overlay – 9.5mm (3/8") High traffic condition – 1.5" thickness
ITEM 7 – MAG Asphaltic Concrete Overlay - 12.5mm (1/2") Low Traffic Condition – 3.0" thickness
ITEM 8 - MAG Asphaltic Concrete Overlay – 12.5mm (1/2") High Traffic Condition – 3.0" thickness

NOTE: Attached amended bid table shall supersede and replace current bid table supplied with contract documents.

ADDITIONS

ADD to Technical Specifications ITEM 2 and ITEM 3 under "Description" "... landfill at 114th Avenue and Glendale Avenue. After milling operations, milled roadway must be repaved within 5 working days.

ADD to ITEMS 5, 6, 6.1, 6.2, 7, 8 - Asphalt deductions shall be determined based on the amount of asphalt delivered above the field measured quantity. Deductions will be made for all asphalt exceeding 105% yield rounded up to the nearest ton.

CLARIFICATIONS

ITEM 46, ITEM 47, ITEM 48 – TRAFFIC CONTROL/STORMWATER PROTECTION – Traffic control includes all items necessary for ALL components of traffic control including but not limited to – traffic control plan approval (during AS-Built of existing facilities), pre-warners, message boards, AS-Built operations, ADA / Concrete removal / replacement, adjustments, milling / HMA replacement, adjustments, initial (water based) and final striping (thermoplastic) operations etc..

Roadway milling limits dictate length of traffic control / stormwater protection pay item per LF (i.e. a roadway with / without a median will be paid as a single roadway length – not per measure length for eastbound lane plus for westbound lanes).

ITEM 34 thru ITEM 44 – SURVEY – AS-Built of any survey items pre / post construction shall be included in LF line item for s for pavement attributes (i.e. incidental to work)

WORK CREW – Project will be limited to 1 contractor working crew (1 milling crew, 1 paving crew, 1 adjustment crew – etc.)

ITEM 21 thru ITEM 23 (ADA), ITEM 25 thru 27 (CURB/GUTTER/APRON/VALLEYGUTTER) – Asphaltic concrete patch back adjacent to ADA / C&G / Valley gutter improvements, if directed by the Engineer, will be paid for at a LF unit per 4' width to match existing depth and to be paid for under bid ITEM 9.1.

Adjacent curb and gutter are incidental to and shall be included in the unit cost (each) for ADA ramp.

LANDSCAPING – Any necessary landscaping / irrigation realignment or relocation as determined by the Engineer will be paid per site per negotiated rate. Any landscaping or irrigation damage due to removal shall be paid by the contractor.

THIS ADDENDUM NUMBER 2 CONSISTS OF
THREE (3) MEMORANDUM COVER PAGES, THREE (3) PAGES REVISED BID SCHEDULE, ONE (1) GENERALIZED MAP LAYOUT SOUTH OF PEORIA
FOR A TOTAL OF SEVEN (7) PAGES TOTAL

Registered Professional Engineer (Civil)
CERTIFICATE NO.
58598
DAVID D.
BEARD
Date Signed 4/18/2016
ARIZONA U.S.A.

Expires: 09/30/2017

REVISED BID SCHEDULE PER ADDENDUM NO. 2
2014/2015 PAVEMENT MANAGEMENT PROGRAM - Mill and Overlay South of Peoria Avenue
CITY OF GLENDALE PROJECT NO. 151623

BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL BID
1	Mobilization - Project Signs	2	EA	$100,000	$200,000
2	1.5" Uniform Asphalt Milling	82500	SY		
3	3" Uniform Asphalt Milling	250000	SY		
4	16' Asphalt Wedge Mill (1.5" at curbline to 0" at 16')	5000	SY		
5	MAG Asphaltic Concrete Overlay - 9.5mm (3/8") Low traffic condition - 1.5" thickness	3500	TN		
6	MAG Asphaltic Concrete Overlay - 9.5mm (3/8") High traffic condition - 1.5" thickness	3500	TN		
6.1	MAG Asphaltic Concrete - 19mm (3/4") Low traffic condition - 3.0" thickness	1000	TN		
6.2	MAG Asphaltic Concrete - 19mm (3/4") High traffic condition - 3.0" thickness	1000	TN		
7	MAG Asphaltic Concrete Overlay - 12.5mm (1/2") Low traffic condition - 3.0" thickness	6800	TN		
8	MAG Asphaltic Concrete Overlay - 12.5mm (1/2") High traffic condition - 3.0" thickness	38800	TN		
9	Asphalt Patching - Remove and Replace MAG 12.5mm Residential (Per 3" removed thickness)	1150	SY		
9.1	Asphalt Patching Remove and Replace - Mix designation per location (Per 4' width - match existing AC thickness - (3" minimum))	1000	LF		
10	Subgrade Base Preparation (Scarify, Recompact in place per 6" lift or fraction thereof)	25850	SY		
11	Unclassified Excavation	4350	CY		
12	Import ABC Base Material (Process, place, compact in place per 6" compacted lift thickness)	8100	TN		
13	Emulsified Asphalt for Tack Coat Type SS-1H	100	TN		
14	Pavement Joint Sealant Detail COG Std. Dtl. 317	12250	LF		

REVISED BID SCHEDULE PER ADDENDUM NO. 2
2014/2015 PAVEMENT MANAGEMENT PROGRAM - Mill and Overlay South of Peoria Avenue
CITY OF GLENDALE PROJECT NO. 151623

15	Speed Cushion COG Std. Del. G-350	250	LF		
16	Remove Speed Cushion	250	LF		
17	Remove Concrete ADA Ramp	460	EA		
18	Remove Concrete Sidewalk	12400	SF		
19	Remove Concrete Valley Gutter/Apron	50500	SF		
20	Remove Curb and Gutter	3300	LF		
21	ADA Mid-Curb Inline Ramp Modified to fit per location MAG Std. Dtl. 235-5	90	EA		
22	Arterial ADA Ramp Modified to fit per location MAG Std. Dtl. 235-2	32	EA		
23	Residential/Collector ADA Ramp Modified to fit per location MAG Std. Dtl. 235-3	430	EA		
24	Sidewalk MAG Std. Dtl. 230	12400	SF		
25	6" Curb and Gutter MAG Std. Dtl. 220-1 Type A	1650	LF		
26	4" Roll Curb and Gutter MAG Std. Dtl. 221-1 Type C	1650	LF		
27	Apron and Valley Gutter MAG Std. Dtl. 240	50500	SF		
28	Adjust MH Frame and Cover MAG Std. Dtl. 422	255	EA		
29	Adjust Sewer Cleanout Frame and Cover MAG Std. Dtl. 270	85	EA		
30	Adjust Water Valve Frame and Cover MAG Std. Dtl. 391-1, Type A	650	EA		
31	Adjust Gas Valve Frame and Cover MAG Std. Dtl. 270	110	EA		
32	Adjust Survey Marker Frame and Cover MAG Std. Dtl. 120 Type A	10	EA		

REVISED BID SCHEDULE PER ADDENDUM NO. 2
2014/2015 PAVEMENT MANAGEMENT PROGRAM - Mill and Overlay South of Peoria Avenue
CITY OF GLENDALE PROJECT NO. 151623

33	Furnish and Install Survey Brass Cap MAG Std. Dtl. 120-1 Type B	100	EA		
34	4" Striping White (Paint)	30000	LF		
35	4" Striping Yellow (Paint)	36000	LF		
36	Temporary Pavement Marking Arrow (Paint)	35	EA		
37	Temporary Painted White Chevrons (speed cushions)	21	EA		
38	4" White Striping (60 Mil Thermo)	18000	LF		
39	4" White Striping (90 Mil Thermo)	12000	LF		
40	4" Yellow Striping (60 Mil Thermo)	36000	LF		
41	Preformed Pavement Marking Arrow (90 Mil)	38	EA		
42	Permanent 3M Tape Chevrons (speed cushions)	21	EA		
43	Raised Pavement Reflective Marker (Type D/G)	950	EA		
44	Raised Pavement Reflective Hydrant Marker (Type DB - Blue)	265	EA		
45	Signal Loop Detectors 6' x 6' COG Transportation Detail T6-2.2	220	EA		
46	Traffic Control/Stormwater Protection (Arterial)	21120	LF		
47	Traffic Control/Stormwater Protection (Collector)	15840	LF		
48	Traffic Control/Stormwater Protection (Residential)	26400	LF		
49	Uniformed, Off-duty Law Enforcement Officer	347	HR		
50	Owners Allowance for Construction Contingency	1	EA	$200,000	$200,000
				GRAND TOTAL	$

Cactus Rd
Peoria Ave
Olive Ave
Northern Ave
Glendale Ave
Bethany Hm Rd
Camelback Rd
Grand Ave
43rd Ave
51st Ave
59th Ave
67th Ave
75th Ave
83rd Ave
91st Ave
99th Ave
107th Ave
115th Ave

GLENDALE

Engineering Department

Memorandum

DATE: April 18, 2016
TO: All Plan and Specification Holders
FROM: Engineering
SUBJECT: PROJECT 151623 – PAVEMENT MANAGEMENT PROGRAM – RECONSTRUCTION AND MILL & OVERLAY

ADDENDUM NO. 3

In accordance with the contract documents "Information for Bidders," Page 4, Paragraph 12 CHANGES TO PLANS AND DOCUMENTS, the following revisions to the plans and specifications shall become a part of the contract documents and the bidder shall acknowledge receipt thereof as directed in Paragraph 13 of the Information for Bidders.

REVISE ITEM DESCRIPTION

WITHIN BID TABLE (and reference within Technical Specifications) TO READ – ITEM 26 – REVISE to read "4" Roll Curb and Gutter MAG Std. **Dtl. 220-1** Type C"

CLARIFICATION

INQUIRY: "Bid items 21-23 for the installation of sidewalk ramps are being bid by "each". However, the description of these items states "...modified to fit per location...". If the ramps are to be modified from the MAG Standard Details that are referenced, yet no plans are provided showing the modifications, it is impossible for me to calculate the cost of each ramp since I have no way of determining how many square feet each ramp is. It is my opinion that if the sizes of the ramps are unknown, it would be better to bid them by the square foot as opposed to each.

RESPONSE: Per the removal item stated in the contract documents – ITEM 17, removal of ADA ramps is paid as "remove ramp will be per each from point of curvature (PC) to point of tangency (PT), also known as end of radius (ER) to end of radius (ER) including backfill and compaction of any voids and proper disposal of all removed concrete". This also includes inline ramps paid at "each" and are included in this removal line item. Therefore, the installation of ADA ramps will be PC to PT or ER to ER for curved ramps or end to end for inline ramps. If less removal is required in a given ramp, the item is still paid as an each item.

THIS ADDENDUM NUMBER 3 CONSISTS OF ONE (1) MEMORANDUM COVER PAGE, FOR A TOTAL OF ONE (1) PAGE

Registered Professional Engineer (Civil) CERTIFICATE NO. 58568 DAVID D. BEARD Date Signed 4/18/2016 ARIZONA U.S.A.

Expires: 09/30/2017

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

MAYOR
Jerry P. Weiers

COUNCIL MEMBERS
Jaime Aldama
Samuel U. Chavira
Ian Hugh
Ray Malnar
Lauren Tolmachoff
Bart Turner

CITY MANAGER
Kevin R. Phelps

CITY ATTORNEY
Michael D. Bailey

CITY CLERK
Pamela Hanna

CITY ENGINEER
David D. Beard

GLENDALE

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NOTICE TO CONTRACTORS

Sealed bids shall be either mailed to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona, 85301, or hand-delivered to the Engineering Department office, third floor, 5850 West Glendale Avenue, Glendale, Arizona, for furnishing all plant, material, equipment and labor, and to complete construction of: **PROJECT NO. 151623 PAVEMENT MANAGEMENT PROGRAM - RECONSTRUCTION AND MILL & OVERLAY.** MILL & OVERLAY shall include arterial, collector and residential streets, upgrading ramps and sidewalks to the current ADA standards, new striping, adjustment of affected manholes and valve boxes, miscellaneous concrete replacements, traffic control and additional ancillary items. RECONSTRUCTION shall include removal of asphalt surface, modification or rehabilitation of the existing base course, subgrade repairs, asphalt resurfacing, upgrading ramps and sidewalks to the current ADA standards, adjustment of manholes and valve boxes, miscellaneous concrete replacements, traffic control, and additional ancillary items.

Bids must be received by the Engineering Department of the City of Glendale no later than 10:00 AM, APRIL 21, 2016. Any bid received after that time will not be considered and will be returned to the bidder. At that time, the bids will be publicly opened and read aloud in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona.

A MANDATORY pre-bid conference will be held on APRIL 7, 2016, at 10:00 AM, in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. A second, NON-MANDATORY pre-bid conference will be held APRIL 14, 2016, at 2:00 PM. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

Plans, specifications and contract documents may be examined, and copies may be obtained at City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona. A non-refundable charge of $50 shall be paid for each set of plans and specifications issued from this office.

Each bid shall be in accordance with the plans, specifications and contract documents, and shall be set forth and submitted on the BID DOCUMENTS included with the project specifications book. The BID DOCUMENTS may be removed from the project specifications book and submitted independently of such book. Each bid shall be accompanied by a proposal guarantee, in the form of a certified or cashier's check or bid bond for ten percent (10%) of the amount of bid, made payable to the order of the City of Glendale, Arizona, to insure that the successful bidder will enter into the contract if awarded to him and submit the required Certificate of Insurance, Payment Bond and Performance Bond. All proposal guarantees, except those of the three lowest qualified bidders, will be returned immediately following the opening and checking of proposals. The proposal guarantees of the three lowest qualified bidders will be returned immediately after the contract documents have been executed by the successful bidder. The proposal guarantee shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into said contract or submit the Certificate of Insurance, Payment Bond and Performance Bond after being requested to do so by the City of Glendale, Arizona.

The City of Glendale reserves the right to reject any or all bids or waive any informality or irregularity in a bid. No bidder may withdraw his bid for a period of fifty (50) days after opening and reading of the bids.

The City of Glendale is an equal opportunity employer and minority business enterprises and women's business enterprises are encouraged to submit bids.

CITY OF GLENDALE, ARIZONA

Published: MARCH 24 AND 31, 2016
The Glendale Star

INFORMATION FOR BIDDERS

1. ELIGIBILITY OF CONTRACTORS: When calling for bids for contracts for public work to be performed on behalf of the State or any political subdivision thereof, which will be paid for from public funds, no bid shall be considered for performance of a contract, including construction work which is not submitted by a bidder duly licensed as a contractor in this State. No bid shall be awarded to any contractor or entity not authorized to do business in the State of Arizona by the Arizona Corporation Commission, as required by statute.

2. PROPOSAL: Bids to receive consideration shall be made in accordance with the following instructions:

(a) Before submitting a bid, bidders shall carefully examine the plans and specifications and contract documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations.

(b) Bids shall be submitted on the "PROPOSAL" forms provided and delivered to the City of Glendale Engineering Department on or before the day and hour set in the "NOTICE TO CONTRACTORS," as published. Bids shall be enclosed in a sealed envelope marked on the outside lower right-hand corner indicating:

1. The bidder's name and address.
2. The project number.
3. The title of the project.
4. The time and date the bids are to be received.

(c) It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

(d) The signatures of all persons shall be in longhand. Any interlineations, alterations, or erasures must be initialed by the signer of the bid.

(e) Bids shall not contain any recapitulations of the work to be done. No oral, telegraphic, telephonic, or modified proposals will be considered.

3. BID SECURITY: Each proposal shall be accompanied by a proposal guarantee in the form of a certified or cashier's check or bid bond, with a properly executed Power of Attorney attached, in an amount equal at least to ten percent (10%) of the proposal payable without condition to the City. If a bid bond is submitted with the bid it shall be issued by a company licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL SURETIES WILL BE ACCEPTED. The company issuing the bid bond shall have a rating of not less than A- in the BEST rating available at the time this project was let to bid.** The proposal guarantee shall guarantee that the bidder, if awarded the contract, will, within ten (10) working days after the award, execute such contract in accordance with the proposal and in manner and form required by the contract documents, and will furnish good and sufficient bond for the faithful performance of the same, a payment bond and a certificate of insurance. The bid securities of the three (3) lowest bidders will be retained until the contract is awarded, or other disposition made thereof. The bid securities of all bidders, except the three (3) lowest, will be returned promptly after the canvass of bids. In the event the Contractor fails, within ten (10)

working days after the award, to execute said Contract and deliver the Performance and Labor and Material Payment Bonds and the Certificate of Insurance, the Bid Security shall become the property of the City.

4. WITHDRAWAL OF BID: Any bidder may withdraw his bid, either personally, by telegram or by written request, at any time prior to the scheduled closing time for receipt of bids. No bid may be withdrawn by telephone. Any bid withdrawn will not be opened and will be returned to the bidder. After opening and reading of the bids, no bidder may withdraw his bid for a period of ninety (50) days from the date of opening and reading.

5. LATE BIDS: Bids received after the scheduled closing time for receipt of bids, as contained in the "Notice to Contractors," will not be considered and will be returned to the bidder.

6. AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest and best qualified responsive bidder complying with these instructions and with the "NOTICE TO CONTRACTORS." The City of Glendale, Arizona, however, reserves the right to accept or reject any or all bids or to waive any or all informalities or irregularities in the bid. Alternates may be accepted depending upon the availability of City funds. Accepted alternates will be considered in determining the lowest responsive and responsible bidder.

7. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same work unless alternate bids are called for in the specifications or any addenda. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

8. CONTRACT AND BONDS: The form of contract, which the successful bidder as Contractor will be required to execute and the forms of bonds which he shall be required to furnish are included in the contract documents and should be carefully examined by the bidder. The successful bidder shall use the forms provided or such other forms as are acceptable by the City. The Contract and Performance and Labor and Material Payment Bonds will be executed in three (3) original counterparts. All bonds shall be issued by companies licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL SURETIES WILL BE ACCEPTED. The company issuing any bond shall have a rating of not less than A- in the BEST rating available at the time this project was let to bid.**

9. INSURANCE REQUIREMENTS: Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed. Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate. **Contracts in excess of $250,000 shall require $2,000,000 single occurrence/$5,000,000 annual aggregate.**

Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU

hazards if requested by the City, and a separation of insurance provision.

These limits may be met through a combination of primary and excess liability coverage.

Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

10. SUBCONTRACTORS LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE: The contractor will be required to furnish the form of subcontractors listing and certification of contract compliance with the executed contract documents. This information is requested for tracking and insurance purposes only.

11. INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating a bid for proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans and specifications, he may submit to the Engineering Department, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than ninety-six (96) hours before the bid opening time may not be answered. Any interpretation or correction of the documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City of Glendale will not be responsible for any other explanations or interpretations of the proposed documents.

12. CHANGES TO PLANS AND DOCUMENTS: Any changes to the plans and documents shall be made only by Addendum. No verbal or other changes to the plans and documents will be valid. A copy of each Addendum will be mailed or delivered as provided in Section 13 below.

13. ADDENDUM: Any addenda will be faxed, mailed or delivered to all who are known by the City to have received a complete set of bid documents, and to offices where bid documents have been filed for review purposes. It is the responsibility of each bidder to ascertain that he has received all addenda issued by telephoning the office identified in the NOTICE TO CONTRACTORS as the location where bid documents are available prior to submitting his bid.

Bidders shall acknowledge all addenda in the appropriate location on the "PROPOSAL" form. Failure to acknowledge receipt of Addenda shall render the bid proposal non-responsive and it will be rejected.

14. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner unless such assignment has had prior approval of the Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in

writing.

15. PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER: The successful bidder may obtain five (5) sets of plans and specifications for this project from the City.

16. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within THREE HUNDRED SIXTY-FIVE (365) consecutive calendar days from and including the date of receipt of such Notice to Proceed. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

17. CITY OF GLENDALE TRANSACTION PRIVILEGE TAX: The City of Glendale transaction privilege tax shall **NOT** be waived under the provisions of this contract. The current privilege tax rate can be obtained from the City of Glendale Sales Tax and Licenses Department. The Contractor shall be responsible for reporting and payment of all city, county, state or federal taxes.

18. PRE-BID CONFERENCE: A MANDATORY pre-bid conference will be held on APRIL 7, 2016, at 10:00 AM, in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. A second, NON-MANDATORY pre-bid conference will be held APRIL 14, 2016, at 2:00 PM. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

19. ALTERNATES: Alternate proposals will not be considered unless called for in the documents or any addenda thereto. When alternates are requested, all requested alternates or alternate bid items, unless otherwise stated, shall be bid. If no change in the base bid will occur with the alternate, enter "No Change."

20. APPROVAL OF SUBSTITUTIONS: The materials, products and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered, before bid opening, unless written request for approval has been received by the City Engineer at least ten (10) working days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. Bidder shall not be entitled to approval of a substitute.

If a substitute is approved, the approval shall be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

21. USE OF "EQUALS": When the specifications for materials, articles, products and equipment state "or equal," contractor may bid upon, and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City Engineering Department will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." It shall not be purchased or installed without the prior written approval from the City Engineering Department.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Department for approval. Requests must be received at least ten (10) days prior to the date set for opening the Bid Proposals. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals will be issued in the form of an addendum.

22. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT SITE: Before submitting a Bid Proposal, bidders should carefully examine the Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations. No consideration will be granted for any alleged misunderstanding of the material, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the Bid Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

23. BIDDERS IN DEFAULT: No bid will be awarded to any person, firm or corporation that is not authorized by the Arizona Corporation Commission to do business in the State of Arizona, in arrears or is in default to the City of Glendale upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City of Glendale, or has failed to faithfully perform any previous contract with the City of Glendale.

END OF INFORMATION FOR BIDDERS

PROPOSAL

Place Tempe, AZ

Date 04/21/16

Proposal of Nesbitt Contracting Co.,Inc, a Corporation organized and existing under the laws of the State of Arizona. a partnership consisting of _____; or an individual trading as _____.

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF GLENDALE
GLENDALE, ARIZONA

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: **PROJECT 151623 - PAVEMENT MANAGEMENT PROGRAM - RECONSTRUCTION AND MILL & OVERLAY**, in strict conformity with the plans and specifications for the following unit prices:

(Extension of these unit prices on the basis of estimated quantities and the totaling of these extensions are for the purpose of comparing bids only. The mathematics of such extensions and totaling will be checked and corrected by the Engineering Department, before evaluating the bids, and the lowest of such corrected and checked totals will determine the lowest bids.)

REVISED BID SCHEDULE PER ADDENDUM NO. 2
2014/2015 PAVEMENT MANAGEMENT PROGRAM - Mill and Overlay South of Peoria Avenue
CITY OF GLENDALE PROJECT NO. 151623

BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL BID
1	Mobilization - Project Signs	2	EA	$100,000	$200,000
2	1.5" Uniform Asphalt Milling	82500	SY	.95	78,375.00
3	3" Uniform Asphalt Milling	250000	SY	1.45	362,500.00
4	16' Asphalt Wedge Mill (1.5" at curbline to 0" at 16')	5000	SY	2.50	12,500.00
5	MAG Asphaltic Concrete Overlay - 9.5mm (3/8") Low traffic condition - 1.5" thickness	3500	TN	74.00	259,000.00
6	MAG Asphaltic Concrete Overlay - 9.5mm (3/8") High traffic condition - 1.5" thickness	3500	TN	73.00	255,500.00
6.1	MAG Asphaltic Concrete - 19mm (3/4") Low traffic condition - 3.0" thickness	1000	TN	73.00	73,000.00
6.2	MAG Asphaltic Concrete - 19mm (3/4") High traffic condition - 3.0" thickness	1000	TN	72.00	72,000.00
7	MAG Asphaltic Concrete Overlay - 12.5mm (1/2") Low traffic condition - 3.0" thickness	6800	TN	70.00	476,000.00
8	MAG Asphaltic Concrete Overlay - 12.5mm (1/2") High traffic condition - 3.0" thickness	38800	TN	68.50	2,657,800.00
9	Asphalt Patching - Remove and Replace MAG 12.5mm Residential (Per 3" removed thickness)	1150	SY	7.50	8625.00
9.1	Asphalt Patching Remove and Replace - Mix designation per location (Per 4' width - match existing AC thickness - (3" minimum))	1000	LF	18.50	18,500.00
10	Subgrade Base Preparation (Scarify, Recompact in place per 6" lift or fraction thereof)	25850	SY	2.00	51,700.00
11	Unclassified Excavation	4350	CY	8.00	34,800.00
12	Import ABC Base Material (Process, place, compact in place per 6" compacted lift thickness)	8100	TN	12.25	99,225.00
13	Emulsified Asphalt for Tack Coat Type SS-1H	100	TN	425.00	42,500.00
14	Pavement Joint Sealant Detail COG Std. Dtl. 317	12250	LF	0.90	11,025.00

REVISED BID SCHEDULE PER ADDENDUM NO. 2
2014/2015 PAVEMENT MANAGEMENT PROGRAM - Mill and Overlay South of Peoria Avenue
CITY OF GLENDALE PROJECT NO. 151623

15	Speed Cushion COG Std. Del. G-350	250	LF	36.50	9,125.00
16	Remove Speed Cushion	250	LF	3.00	750.00
17	Remove Concrete ADA Ramp	460	EA	625.00	287,500.00
18	Remove Concrete Sidewalk	12400	SF	1.50	18,600.00
19	Remove Concrete Valley Gutter/Apron	50500	SF	1.55	78,275.00
20	Remove Curb and Gutter	3300	LF	5.75	18,975.00
21	ADA Mid-Curb Inline Ramp Modified to fit per location MAG Std. Dtl. 235-5	90	EA	1,200.00	108,000.00
22	Arterial ADA Ramp Modified to fit per location MAG Std. Dtl. 235-2	32	EA	1,500.00	48,000.00
23	Residential/Collector ADA Ramp Modified to fit per location MAG Std. Dtl. 235-3	430	EA	1,350.00	580,500.00
24	Sidewalk MAG Std. Dtl. 230	12400	SF	3.15	39,060.00
25	6" Curb and Gutter MAG Std. Dtl. 220-1 Type A	1650	LF	14.00	23,100.00
26	4" Roll Curb and Gutter MAG Std. Dtl. 221-1 Type C	1650	LF	14.00	23,100.00
27	Apron and Valley Gutter MAG Std. Dtl. 240	50500	SF	4.00	202,000.00
28	Adjust MH Frame and Cover MAG Std. Dtl. 422	255	EA	530.00	135,150.00
29	Adjust Sewer Cleanout Frame and Cover MAG Std. Dtl. 270	85	EA	490.00	41,650.00
30	Adjust Water Valve Frame and Cover MAG Std. Dtl. 391-1, Type A	650	EA	490.00	318,500.00
31	Adjust Gas Valve Frame and Cover MAG Std. Dtl. 270	110	EA	490.00	53,900.00
32	Adjust Survey Marker Frame and Cover MAG Std. Dtl. 120 Type A	10	EA	490.00	4,900.00

REVISED BID SCHEDULE PER ADDENDUM NO. 2
2014/2015 PAVEMENT MANAGEMENT PROGRAM - Mill and Overlay South of Peoria Avenue
CITY OF GLENDALE PROJECT NO. 151623

33	Furnish and Install Survey Brass Cap MAG Std. Dtl. 120-1 Type B	100	EA	180.00	18,000.00
34	4" Striping White (Paint)	30000	LF	.45	13,500.00
35	4" Striping Yellow (Paint)	36000	LF	.45	16,200.00
36	Temporary Pavement Marking Arrow (Paint)	35	EA	80.00	2,800.00
37	Temporary Painted White Chevrons (speed cushions)	21	EA	85.00	1,785.00
38	4" White Striping (60 Mil Thermo)	18000	LF	.30	5,400.00
39	4" White Striping (90 Mil Thermo)	12000	LF	.85	10,200.00
40	4" Yellow Striping (60 Mil Thermo)	36000	LF	.30	10,800.00
41	Preformed Pavement Marking Arrow (90 Mil)	38	EA	100.00	3,800.00
42	Permanent 3M Tape Chevrons (speed cushions)	21	EA	200.00	4,200.00
43	Raised Pavement Reflective Marker (Type D/G)	950	EA	3.00	2,850.00
44	Raised Pavement Reflective Hydrant Marker (Type DB - Blue)	265	EA	3.00	795.00
45	Signal Loop Detectors 6' x 6' COG Transportation Detail T6-2.2	220	EA	675.00	148,500.00
46	Traffic Control/Stormwater Protection (Arterial)	21120	LF	4.50	95,040.00
47	Traffic Control/Stormwater Protection (Collector)	15840	LF	4.00	63,360.00
48	Traffic Control/Stormwater Protection (Residential)	26400	LF	0.50	13,200.00
49	Uniformed, Off-duty Law Enforcement Officer	347	HR	44.50	15,441.50
50	Owners Allowance for Construction Contingency	1	EA	$200,000	$200,000
				GRAND TOTAL	$ 1,330,006.50

The undersigned hereby declares that he has visited the site(s) and has carefully examined the contract documents relating to the work covered by the above bid or bids.

Upon receipt of notice of the acceptance of this bid, we will execute the formal contract attached within ten (10) days, and will deliver a one hundred percent (100%) Performance Bond for the faithful performance of this Contract, together with a one hundred percent (100%) Payment Bond and Certificate of Insurance.

The bid security attached, with endorsement, in the sum of ten percent (10%) of the total bid, is to become the property of the City of Glendale, Arizona, in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused thereby.

The undersigned has checked carefully all the above figures and understands that the City of Glendale, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Mayor and Council of the City of Glendale, Arizona, reserves the right to reject any or all bids or to waive any informalities or irregularities in the bid.

Respectfully submitted,

Arizona Contractor's Classification and License No.

ROC 074063 -A

Nesbitt Contracting Co., Inc
Contractor

By Michael J. Elliott
Michael J. Elliott, Secretary/ V.P.

100 S. Price Rd

Tempe, Az 85281
(Complete business address)

Telephone Number: 480-423-7600
Fax Number 480-423-7680

Bidder shall signify receipt of all Addenda here (if any):

1, 04/01/16 3, 04/18/16

2, 04/18/16

Failure to acknowledge receipt of all Addenda shall render the bid proposal non-responsive and will be rejected.

Acknowledged by Michael J. Elliott
Michael J. Elliott, Secretary/ V.P.

CITY OF GLENDALE

Subcontractor Listing and Certification of Contract Compliance

PROJECT 151623 - PAVEMENT MANAGEMENT PROGRAM - RECONSTRUCTION AND MILL & OVERLAY

The undersigned contractor hereby submits the following list of firms to be employed as subcontractors on the above referenced project:

SUBCONTRACTOR	WORK ELEMENTS	CONTRACT VALUE	DBE(Y/N)*	AGENCY**

The undersigned hereby certifies that all subcontracts shall be in writing and shall provide that all work to be performed shall be in accordance with the terms of the Contract. All subcontracts shall be subject to approval by the City. Certified copies of all subcontracts shall be furnished to the Engineer; however, prices may be omitted. Subcontracts shall conform to the regulations governing employment of labor.

_____
Name of Firm

DBE?(Y/N)*:_____ Agency**: _____

_____
Signature

_____
Title

*Firms certified as Disadvantaged Business Enterprises. **Indicate certifying agency, e.g., ADOT, MCHD, COP, etc. **This information is requested for tracking purposes only.** The City of Glendale is an equal opportunity employer and minority business enterprises and women's business enterprises are encouraged to submit bids.

Project 151623

CITY CLERK
ORIGINAL

C-10958
06/28/2016

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Nesbitt Contracting Co., Inc, an Arizona corporation ("Contractor") as of the 28 day of June, 2016.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Notice to Contractors and the attached Exhibit A ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. The Project shall be completed within the term detailed in Section 14 of this Agreement.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $7,330,006.50 per term, or $36,665,032.50 total, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

(A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

(B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

(A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

(A) After a full and complete Payment Application is received, City will process and remit payment within thirty (30) days.

(B) Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 **Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

(A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

(2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

(E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

(G) Certificates of Insurance.

(1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

(A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

(C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 **Indemnification.**

(A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

10. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

(A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Nesbitt Contracting Co., Inc.
Attn: James Nesbitt
100 South Price Road
Tempe, Arizona 85281

(B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn: Wade Ansell
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

(C) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The term of this Agreement commences upon the Effective Date which is the date last signed by both parties and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement for an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least (30) calendar days prior to the expiration of the original or any renewal Agreement period. The City has no obligation to extend or renew this Agreement, and any decision to do so is at the sole discretion of the City. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Nesbitt Contracting Co., Inc.
an Arizona corporation

By: James L. Nesbitt
Its: President/CEO

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [X] NO [redacted]

FEDERAL TAXPAYER IDENTIFICATION NO. 86-0174401

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

MILL & OVERLAY shall include arterial, collector and residential streets, upgrading ramps and sidewalks to the current ADA standards, new striping, adjustment of affected manholes and valve boxes, miscellaneous concrete replacements, traffic control and additional ancillary items at various locations within the City.

RECONSTRUCTION shall include removal of asphalt surface, modification or rehabilitation of the existing base course, subgrade repairs, asphalt resurfacing, upgrading ramps and sidewalks to the current ADA standards, adjustment of manholes and valve boxes, miscellaneous concrete replacements, traffic control, and additional ancillary items at various locations within the City.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during each term of the Project must not exceed $7,330,006.50, renewable for up to four (4) additional terms, for a grand total of $36,665,032.50.

DETAILED PROJECT COMPENSATION

As shown on the Bid Schedule.

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(A) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(B) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least ten (10) years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within (fifteen) 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

C- 106512814

ISSUED IN TRIPLICATE
1 of 3 originals

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That NESBITT CONTRACTING CO., INC. (hereinafter called the Principal), as Principal, and , a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation, (hereinafter called the Obligee), in the amount of SEVEN MILLION, THREE HUNDRED-THIRTY THOUSAND, SIX & 50/100 Dollars ($ 7,330,006.50), for the payment whereof; the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the ____ day of , 20___, to construct **PROJECT 151623 - PAVEMENT MANAGEMENT PROGRAM - RECONSTRUCTION AND MILL & OVERLAY** , which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

Witness our hands this 13TH day of JULY, 20 16.

NESBITT CONTRACTING CO., INC.
Principal Seal

By
James L. Nesbitt, CEO

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety Seal
By: WILLIAM J. PASSEY, ATTORNEY-IN-FACT

PASSEY-BOND CO., INC.
Agency of Record

P.O. BOX, 819, MESA, AZ 85211
Agency Address

Telephone Number: 480-969-2291

BOND #106512814
ISSUED IN TRIPLICATE

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, NESBITT CONTRACTING CO., INC. (hereinafter called the Principal), as Principal, and , a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation, (hereinafter called the Obligee), in the amount of *_____ Dollars ($ 7,330,006.50—), for the payment whereof; the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents. *SEVEN MILLION, THREE HUNDRED-THIRTY THOUSAND, SIX & 50/100—

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the day of _____, 20___, to construct **PROJECT 151623 - PAVEMENT MANAGEMENT PROGRAM - RECONSTRUCTION AND MILL & OVERLAY** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to comply with the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions, and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

Witness our hands this 13TH day of JULY, 20 16.

NESBITT CONTRACTING CO., INC.
Principal Seal

By_____
James L. Nesbitt, CEO

TRAVELERS CASUALTY ~~AND SURETY~~ COMPANY OF AMERICA
Surety Seal

By: _____
WILLIAM J. PASSEY, ATTORNEY-IN-FACT

PASSEY-BOND CO., INC.
Agency of Record

PASSEY-BOND CO., INC.
Agency Address

P.O. BOX 819, MESA, AZ 85211

Telephone 480-969-2291

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230990

Certificate No. 006840220

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William J. Passey

of the City of Mesa, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 23rd day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of July, 20 16

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, **JOHN A. GREENE**, Director of Insurance of the State of Arizona, do hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Domiciled in Connecticut
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

insurance within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute § 20-217 (C) states:

> *A **Certificate of Authority** remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.*

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is July 1, 1997.

John A. Greene

John A. Greene
Director of Insurance

E146 (01/97)

291071

000843

101

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

THIS IS TO CERTIFY, THAT THIS INSTRUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE WITH THE DEPARTMENT OF INSURANCE OF THE STATE OF ARIZONA AND CONSISTS OF 1 PAGE(S)

HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT

FOR THE DIRECTOR OF INSURANCE THIS 8 DECEMBER 2014.

AUTHORIZED REPRESENTATIVE

CERTIFICATE NO.: 291071

DIRECTOR OF INSURANCE ★ STATE OF ARIZONA ★

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSURICA / Minard-Ames Insurance Services LLC
4646 E. Van Buren St., #200
Phoenix AZ 85008

CONTACT NAME: Certificates
PHONE (A/C, No, Ext): 602-273-1625 FAX (A/C, No): 602-273-0212
E-MAIL ADDRESS: certs@INSURICA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. of	25674
INSURER B : Charter Oak Fire Insurance Co.	25615
INSURER C : Travelers Casualty and Surety Co.	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NESBCON01C
Nesbitt Contracting Co., Inc.
100 S. Price Road
Tempe AZ 85281-3118

COVERAGES **CERTIFICATE NUMBER:** 1232232959 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $5,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	DTCO5F07149ACOF16	2/1/2016	2/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	DT8105F07149ATIL16	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		DTSMCUP5F07149ATIL16	2/1/2016	2/1/2017	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	DTKUB5F07149A16	2/1/2016	2/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Certificate Holder is defined as additional insured with respects to the general, auto and excess liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. General and Auto liability coverage is primary and non-contributory. A Waiver of subrogation in favor of Certificate Holder applies to the general and auto liability and employers liability/workers compensation if required or agreed to in a written contract subject to all provisions and limitation of the policy. Per attached forms: CGD246 08/05; CAT474 02/15; CAT353 02/15; CGD316 11/11; WC000313(00); CGD211 01/04.
NCC No: 11029, COG No: 15123
Pavement Management Program - Reconstruction Mill & Overlay

CERTIFICATE HOLDER

City of Glendale
5850 West Glendale Ave
Glendale AZ 85301

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph **3.** above.

5. The following definition is added to SECTION V. DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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Policy No: DT8105F07149ATIL16

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II.**

2. The following is added to Paragraph **B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
→ B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
→ M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

→ B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

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

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (2) Up to $3,000 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.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot

B. Damage To Premises Rented To You

C. Increased Supplementary Payments

D. Incidental Medical Malpractice

E. Who Is An Insured – Newly Acquired Or Formed Organizations

F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries

G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

H. Blanket Additional Insured – Lessors Of Leased Equipment

I. Blanket Additional Insured – States Or Political Subdivisions – Permits

J. Knowledge And Notice Of Occurrence Or Offense

K. Unintentional Omission

L. Blanket Waiver Of Subrogation

M. Amended Bodily Injury Definition

N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water;

unless Exclusion *f.* of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

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3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   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 "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

   b. Up to $2,500 for the 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.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   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 $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Paragraph **(1)(d)** above does not apply to "bodily injury" arising out of providing or failing to provide:

   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

   (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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→ **G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, 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 premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph **6.**, **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

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

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: DTAUB5F07149A16

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - - ST ASSIGN:

POLICY NUMBER: DTCO5F07149ACOF16

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
Each "Project" for which you have agreed in a Written Contract which is in effect during this policy period, to provide a separate General Liability Aggregate Limit; Provided that the contract is signed and executed by you before the "Bodily Injury" or "Property Damage" occurs.	General Aggregate Limit Shown on the Declarations

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT 151623 - PAVEMENT MANAGEMENT PROGRAM - RECONSTRUCTION AND MILL & OVERLAY

To the City of Glendale, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____ , as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Glendale against any and all liens, claims of liens, suits, actions, damages, charges, costs, litigation expenses, attorneys' fees and any other and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at _____ , this _____ day of _____ , 20___.

_____
Contractor

By _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ___ day of _____, 20
.

_____
Notary Public

My Commission Expires: _____

SUPPLEMENTAL GENERAL CONDITIONS

1. GENERAL: By Ordinance No. 1110 New Series, the City of Glendale adopted the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of the City Engineer of the City of Glendale, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" are used, the meaning shall be the City of Glendale.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, City of Glendale or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

2. DEFINITIONS: The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

CITY: The word "City" refers to the City of Glendale, Arizona. The official representative of said City in these proceedings shall be the City Engineer.

CONTRACTOR: The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the City.

MATERIALS: The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, but does not include those who merely furnish materials not so worked.

ENGINEER: The word "Engineer" means a person, firm or corporation duly authorized by the City, to act for the City in staking out the work, inspecting materials and construction, and interpreting plans and specifications.

CONTRACT DOCUMENTS: The words "Contract Documents" mean the Notice to Contractors, Information for Bidders, "Uniform Standard Specifications for Public Works Construction," MAG General Conditions, Supplemental General Conditions, Special Provisions, Supplemental Specifications, Proposal, Contract, Payment Bond, Performance Bond, Certificates of Insurance, Plans and Addenda thereto.

3. PROPOSAL QUANTITIES: It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.

4. WITHDRAWAL OF PROPOSALS: No proposal shall be withdrawn following the opening and reading of the bids for a period of 50 days from the date of opening without the consent of the contracting agency through the body or agent duly authorized to accept or reject the proposal.

5. LOSSES AND DAMAGES: All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense except as otherwise provided by the contract documents or the laws of the State of Arizona.

6. DUST PREVENTION: The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations" which have been adopted pursuant to A.R.S. § 36-779.

The Contractor shall be required to obtain the necessary permit from the Maricopa County Air Pollution Control Bureau, 1001 N. Central Ave., Phoenix, Arizona 85004 - telephone (602) 506-6727.

7. EXCESS MATERIAL: Excess material shall be removed from the work site and wasted at a location approved by the Engineer. Broken concrete and asphalt may be delivered to the Glendale Sanitary Landfill located at 115th Avenue and Glendale Avenue. The prevailing regulations and fee schedule will not be waived for work under this project. All materials, to be disposed of at the landfill, shall be weighed and disposed of at the prevailing rate.

8. STOCKPILE OF MATERIALS: The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

9. REFUSE COLLECTION ACCESS: At any time the project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interfered with, the Contractor shall, at least 48 hours prior to causing such closure or disruption, make arrangements with the Field Operations Department in order that refuse collection service can be maintained.

10. CLEAN-UP: After all work under this contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the work, from the site of the work. Clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of over-size rocks and boulders left after finish grading. The contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

11. SHOP DRAWINGS: The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or sample submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

12. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by the City. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

13. STATUS OF EMPLOYEES: Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

14. LAWS AND REGULATIONS: This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future City and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.

15. PERMITS: The City has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by the City. A no-fee permit will be issued for work in the City of Glendale right-of-way and easement. (Also see Paragraph 7. Dust Prevention.)

16. ELECTRIC POWER AND WATER: The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of the City, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water. Fire hydrant meters may be obtained from the City of Glendale. Installation and removal of meters should be scheduled through the City's Water Services/Utilities Division at 930-2700. For details and current rates, please visit http://www.glendaleaz.com/CrossConnection/firehydrantmeterprogram.cfm.

17. SURVEY CONTROL POINTS AND MONUMENTS: Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.

18. EXISTING UTILITIES: The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent unwillful damage to the underground utilities.

In the event the Contractor or its Subcontractor damages an existing, properly identified underground City of Glendale water or sewer line, the Contractor shall be responsible for the repairs at its expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to the City, and he shall conduct his work so as to prevent interruption of service or damage to them.

The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for his Contract.

Utility companies and other interested parties have been provided with construction plans and the

construction schedule for this project. The Contractor shall comply with MAG Specifications 105.6 to cooperate with the utility companies.

19. MAINTENANCE OF IRRIGATION FACILITIES: Where irrigation facilities interfere with construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

20. OVERHEAD UTILITY LINES AND POLES: Contractor is advised that when work around overhead lines and poles is required on a project the Contractor is required to coordinate with Utility Companies who own and operate overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what actions the Utility Company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.

The primary and the backup representatives for this review and cost determinations are as follows:

Arizona Public Service:	Mr. Bobby Garza	602-371-7989
Qwest:	Mr. Ron Floyd	602-630-1932
Salt River Project:	Mr. Tim Rinn	602-236-8694
Salt River Project:	Ms. Mariann Ward	602-236-6389
Cox Communications:	Mr. Ron Pint	623-328-3529
Cox Communications:	Ms. Linda Facio	623-328-3500

21. SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION: The Contractor, upon exposing a gas line during construction, shall call SOUTHWEST GAS at 602-271-4277. The Southwest Gas patrolman will respond, usually within an hour, to inspect the line. Minor cuts or abrasions to the pipe coating will be rewrapped and tracer wire will be reconnected at no cost to the City.

22. UNDERGROUND UTILITIES' BEDDING: All water, sewer, storm drain, irrigation and other conduits installed within the City of Glendale shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of Section 601.4.6 of MAG Uniform Standard Specifications. The initial bedding under the pipe shall follow City of Glendale Detail G-690.

23. SEWER SERVICE LINES: The Contractor shall be responsible for locating, and protecting from damage during construction, all sewer service lines within the project which are not owned by the City. Contractor will be permitted to review the "as-builts" to assist Contractor in locating the non-City owned sewer service lines. These "as-builts" were prepared, and supplied to the City, by private developers or contractors who installed the non-City owned sewer service lines. Therefore, the City does not guarantee or warranty the accuracy of such "as-builts" and the contractor, as a condition for being allowed to review such "as-builts", hereby agrees to hold the City harmless for any and all damages or other expenses contractor may incur as a result of any inaccuracies or incorrect information in these "as-builts".

24. RIGHTS-OF-WAY: The City will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of the City of Glendale, Maricopa County, Arizona, without the consent of the property owner.

25. SUBCONTRACTS: Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be subject to the approval of the City.

All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to the City Engineering Department; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

26. PRE-CONSTRUCTION CONFERENCE: After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of any work on the project, the Engineer will schedule a Pre-Construction Conference. This will be held at the City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the Engineer. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

Minimum attendance by the Contractor shall be a responsible official of the company/corporation, who is authorized to execute and sign documents on behalf of the company/corporation.

27. OVERTIME:

Regular Work Hours: The work required to be performed by the Plans and Specifications for the Project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform work overtime, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for City's costs incurred as a result of overtime work requested by the City or overtime work resulting from an emergency which is not the responsibility of the Contractor or its employees, subcontractors or suppliers. The City's cost will be billed directly to the Contractor or may, at the City's option, be deducted from monies due the Contractor.

28. CONTRACTOR'S CONSTRUCTION SCHEDULE: Concurrently, with the execution of the contract and prior to the pre construction conference, the Contractor shall submit a preliminary schedule for the Engineer's review and acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an acceptable program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been accepted by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the

City. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and accepted by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the acceptance of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is accepted by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

29. CHARACTER OF WORKMEN: None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

30. HINDRANCES AND DELAYS: Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

30.1 Delay: In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay, in accordance with the City of Glendale Engineering Department's POLICY STATEMENT FOR CALCULATING DELAYS AND DAMAGES. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

31. LIQUIDATED DAMAGES:

31.1 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Bidders, then the contractor shall pay the City of Glendale, Arizona, liquidated damages, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the work is substantially complete.

31.2 Should the contractor fail to fully and finally complete the work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Information for Bidders, even though the contractor has achieved substantial completion of the work within such time, then the

contractor shall pay the City of Glendale, liquidated damages (pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments), in an amount equal to 100% of the applicable liquidated damage rate set forth in MAG Section 108.9 for each and every calendar day of delay until the work is fully and finally complete and accepted.

31.3 The date of substantial completion shall be the date when the work is sufficiently complete, in accordance with the contract documents, so the owner can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all the project's parts and systems operable as required by the contract documents and all the work is complete, accessible, operable, and usable by the owner for its intended purpose(s), and all parts, systems and sitework are 100% complete and cleaned for the owner's use. Only incidental corrective work and final cleaning (if required), beyond cleaning needed for the owner's full use, may remain for final completion.

31.4 Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list and final cleaning, has been completed and the entire project is accepted by the owner.

32. PAYMENTS TO CONTRACTOR: The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized, monthly statements prepared by the City and signed by the Contractor. The Contractor shall submit an itemized, duly certified and approved estimate for work completed through the last day of the preceding month in accordance with MAG Specifications, as amended by these Supplemental General Conditions. Upon approval of the pay estimate, the City will mail the check directly to the Contractor.

The pay estimate shall be accompanied by an updated progress schedule as required by these Supplemental General Conditions and a cash flow report when required by the Special Provisions. Approval of progress payments shall be conditional upon submittal of progress schedules and cash flow reports, when required, which are acceptable to the Engineer.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the City with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the City via fax at (623) 915-2861, and mail the original to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301. Should any ambiguity arise between the Contract and these Conditions, the provisions of the Contract shall prevail.

33. WARRANTY: This project shall have a 2 year warranty. The warranty period shall begin upon final acceptance of the work by the City of Glendale.

END OF SUPPLEMENTAL GENERAL CONDITIONS

SPECIAL PROVISIONS

1. SCOPE OF WORK: MILL & OVERLAY shall include arterial, collector and residential streets, upgrading ramps and sidewalks to the current ADA standards, new striping, adjustment of affected manholes and valve boxes, miscellaneous concrete replacements, traffic control and additional ancillary items. RECONSTRUCTION shall include removal of asphalt surface, modification or rehabilitation of the existing base course, subgrade repairs, asphalt resurfacing, upgrading ramps and sidewalks to the current ADA standards, adjustment of manholes and valve boxes, miscellaneous concrete replacements, traffic control, and additional ancillary items.

2. DEFINITIONS:

A. Section: Reference to a Section on the plans or in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by the drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.

B. Standard Detail: Reference to a MAG Standard Detail (MAG S.D.) on the plans or in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. City of Glendale Standard Detail (C.O.G. S.D.) shall mean a standard detail drawing in the City of Glendale's Engineering Design and Construction Standards, latest revision. City of Phoenix Standard Detail (C.O.P. S.D.) shall mean a standard detail drawing in the Phoenix Supplemental Standard Details for Public Works Construction, latest revision.

3. CONSTRUCTION SURVEYING AND LAYOUT: The work under this item shall consist of furnishing all materials, personnel, equipment, and traffic control necessary to perform all surveying, staking, and verification of the accuracy of all control points per the plans and as directed by the Engineer. Included in this work shall be all calculations required for the satisfactory completion of the project in conformance with the plans and these Special Provisions. The Contractor shall furnish all equipment, materials and other devices necessary for establishing, checking, marking and maintaining points, lines, grades and layouts.

All survey field books and documentation shall be available for inspection by the Engineer.

4. SUSPENSION OF WORK: The Engineer reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with MAG Section 108.

5. COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS: In all instances wherein the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

6. TRAFFIC REGULATIONS:

6.1 All traffic affected by this construction shall be regulated in accordance with the City of Phoenix "Traffic Barricade Manual," the "Manual of Uniform Traffic Control Devices" and these Special Provisions. The following traffic restrictions are minimum requirements throughout the construction period:

6.1.1 All references in the City of Phoenix "Traffic Barricade Manual" and the "Manual of

Uniform Traffic Control Devices" to "arterial" and/or "collector" streets shall mean "arterial and/or major arterial" streets and are referred to as "major" streets in the following sections.

6.1.2 A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 6:00 a.m. to 8:30 a.m., and 4:00 p.m. to 6:00 p.m. unless approved by the Transportation Director or Designee.

6.1.3 A travel lane shall be defined as ten (10) feet of roadway not obstructed by traffic control devices with a safe motor vehicle operating speed of twenty-five (25) miles per hour.

6.1.4 A travel lane will not be considered as open to traffic until it has been graded reasonably smooth and is paved with a minimum of two (2) inches of asphalt. This shall be considered temporary pavement and shall be removed completely before proceeding with final surfacing.

6.1.5 The Contractor shall provide and maintain all required and requested traffic control devices to protect and guide traffic for all work in the construction area.

6.1.6 Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two-hundred fifty (250) feet beyond the center of the intersected streets on all legs of the intersection.

6.1.7 The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If any signs interfere with construction, the Contractor shall notify the Transportation Department at least 48 hours in advance before covering or removing said signage. The Contractor shall be responsible for reinstalling all signs removed or covered and verifying they are correctly placed. The Transportation Department will inspect all signage prior to completion of the project.

6.1.8 Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route to at least one of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least Seventy-Two (72) hours in advance.

6.1.9 The Contractor shall be required to provide a uniformed off-duty City of Glendale police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized major intersection or at other locations if it should become necessary in the opinion of the Transportation Director or Designee. If the Contractor chooses to use a police officer at other locations during peak traffic hours or to assist with his other traffic control operations, the cost shall be included in the lump sum for "Traffic Control" and not paid out of the hours allowed for "Off Duty Glendale Police Officer." All requests for off-duty officers will be made through the Glendale Police Department, Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work.

Measurement for payment of the uniformed off-duty Glendale police officer hours will be made by the actual number of man-hours used for traffic control at signalized major intersections or as approved by the Engineer. Because the quantity of hours is dependent on the Contractors schedule of activities, the unit price bid for this item will be administered as a contingency bid item and any adjustment in hours will not be subject to the 20 percent limitation.

Payment for the off-duty Glendale police officer will be made at the contract unit price bid per hour for OFF DUTY GLENDALE POLICE OFFICER and shall include the net hourly rate of $35.00 per police officer with a three (3) hour minimum. The net hourly

rate shall be increased to include withholding for Federal, State, FICA, Medicare, Workmen's Compensation insurance and any payroll administrative costs.

6.1.10 The Contractor shall prepare a traffic control plan for the project and submit it to the City Transportation Director or Designee for review and approval at least fifteen (15) working days prior to the start of construction. The traffic control plan must be submitted through the City of Glendale on-Line Traffic Control Plan application process at www.glendaleaz.com/transportation/TrafficControlForm.cfm. The traffic control plan shall include message boards installed a minimum of seven (7) working days prior to restrictions when requested by the Transportation Director or Designee, additional public notification shall be required for major restrictions that impact adjacent stakeholders. Any changes to the traffic control plan during construction shall be submitted to the City Transportation Director or Designee for approval at least seventy-two (72) hours before implementation.

Payment for this item shall be made at the contract linear foot price for TRAFFIC CONTROL/STORMWATER PROTECTION.

6.1.11 It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, he/she must obtain approval from the City Transportation Director or Designee Seventy-Two (72) hours prior to implementing a traffic control change. He/she must provide all the necessary signs to detour traffic and/or flag person to control traffic for a single lane. The maximum amount of time that the street may be closed is from 9:00 a.m. until 4:00 p.m.

6.1.12 Flagger Requirements: All flaggers shall be properly trained and certified by a recognized source, such as the American Traffic Safety Services Association (ATSSA) or National Safety Council, and shall carry with them at all times proof that training and certification requirements have been completed within the last two years.

7. ENERGIZED AERIAL ELECTRICAL POWER LINES: The utility company maintains energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees, and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (See: OSHA Standard 1926.550(a)15.) As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements would be borne by the Contractor. The utility company can often respond to such requests if two days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.

8. PUBLIC RELATIONS: The City has a contracted separately for public relation (PR) services necessary for timely notification the residents, local businesses, adjacent communities, council and the general public etc. of the ongoing construction project. The contractor shall work closely with the PR firm weekly to meet all notification requirement lead times. The contractor shall provide ongoing, accurate and timely field schedules for the PR firm to utilize in timely notifications. The contractor working with the PR firm shall be considered incidental to the project overall. PR coordination will occur in weekly meetings and on an ongoing basis throughout the project.

9. CONCRETE GUTTER WATER TESTING: The MAG Uniform Standard Specifications, Section 340.3, CONSTRUCTION METHODS, shall be modified as follows: The 1/2 inch referenced in Paragraph 16 beginning, "When required by the Engineer, gutter having a slope of 0.8 foot...," shall be changed to 1/4 inch.

10. RECORD DRAWINGS: The Contractor shall maintain one set of contract drawings with

all changes, deviations, additions and deletions clearly marked thereon. Upon completion of the work, this set of drawings, shall be marked "RECORD DRAWINGS," dated, and delivered to the Engineer prior to approval of the Contractor's final payment request.

11. 3:

A. Contractor warrants that its employees and Subcontractors of any tier and their employees shall at all times comply with all applicable laws, ordinances, statues, rules and regulations set forth by all federal, state and local governments and the Arizona Department of Environmental Quality in connection with AZPDES Permitting requirements and laws and regulations appertaining to air, groundwater and surface water quality.

Fines and penalties imposed by the ADEQ against the City of Glendale or the Contractor, for Contractor's failure to comply with any of the requirements of AZPDES General Permit of Arizona, shall be borne by the Contractor.

12. CASH FLOW REPORT: The Contractor shall prepare a Cash Flow Report for projected monthly project cash flow on a City provided form and submit it for approval prior to issuance of the Notice to Proceed. The accumulation of monthly pay estimate costs shall be plotted versus time in accordance with the proposed construction schedule. After approval, the Contractor shall submit an updated Cash Flow Report prior to the receipt of each Progress Payment. Each updated Cash Flow Report shall reflect the Contractor's actual monthly payment versus the actual elapsed contract time.

At the City's request, if the projected quarterly project cash flow varies by more than ten percent of the total contract price, the Contractor shall prepare a revised Cash Flow Report. Each revised Cash Flow Report is subject to approval by the City prior to issuance of the progress payment.

Revisions to the report resulting from Contractor initiated delays or work schedule changes shall be at no cost to the City. Any revisions required by City initiated delays or changes to the work shall be paid as an integral part of the approved Change Order.

13. CONSTRUCTION SIGN: The project type to be indicated on the sign shall be 151623 - PAVEMENT MANAGEMENT PROGRAM - MILL & OVERLAY . See "Construction Sign Detail."

14. ALLOWANCE FOR CONSTRUCTION CONTINGENCIES: Bid schedule includes a lump sum contingency allowance. This allowance is at all times the property of the City and is for the sole purpose of reimbursing Contractor for any unforeseen work not apparent at the time of bidding or additional work requested by the CITY OF GLENDALE.

No work anticipated for reimbursement under this Bid Item shall be initiated by Contractor until Contractor, City of Glendale Representative and City of Glendale agree on the scope and cost to perform the additional work. The Contractor shall prepare and submit to City of Glendale Representative a cost itemization and summary for the additional work. City of Glendale Representative and City of Glendale shall review and approve prior to Contractor proceeding with any additional work. Any portion of the stated sum not expended remains the property of the City of Glendale.

Work under this section shall consist of any additional work identified by the owner and contractor due to construction activity. All work under this item shall be itemized as per MAG requirements and deducted from the set amount of $200,000. All work under this section shall include but is not limited to all necessary materials, tools, layout, survey and labor required to complete each task.

Measurement and payment for this item shall be made on an individual basis per task and as described above. Limit for this item is set at $200,000 on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY.

END OF SPECIAL PROVISIONS

Project Life Cycle
Cash Flow Schedule

GLENDALE

Project No.: 0 Date:

Project Name: 0

Company Name: 0

Project Start Date: 0 Project Completion Date

Original Updated Revised

		Estimated		Actual	
Qtr.	Fiscal Yr.	Amount	Accum.	Amount	Accum.
1st	07/13 - 09/13	$ -	$ -		
2nd	10/13 - 12/13	$ -			
3rd	01/14- 03-14	$ -			
4th	04/14 - 06/14				
1st	07/14 - 09/14				
2nd	10/14- 12/14				
3rd	01/15- 03/15				
4th	04/15- 06/15				
1st	07/15 - 09/15	$ -	$ -	$ -	$
2nd	10/15 - 12/15	$ -	$ -		
3rd	01/16 - 03/16	$ -	$ -		
4th	04/16 - 06/16	$ -	$ -		
1st	07/16 - 09/16	$ -	$ -	$ -	$
2nd	10/16 - 12/16				
3rd	01/17- 03/17				
4th	04/17 06/17				
1st	07/17 - 09/17				
2nd	10/17 - 12/17				
3rd	01/18- 03/18	$ -	$ -	$ -	$
4th	04/18- 06/18				
	Totals	$ -		$ -	$

* COG's fiscal year is July 1, (current year) through June 30, (following year)

For Engineering Use Only:

Account No: PO No.

Construction

CONSTRUCTION SIGN DETAIL

CONSTRUCTION SIGNS ARE TO BE IN PLACE BEFORE PHYSICAL CONSTRUCTION BEGINS

SIGNS SHALL BE MADE OF 3/4" AC EXTERIOR PLYWOOD OR OTHER MATERIAL APPROVED BY THE ENGINEER

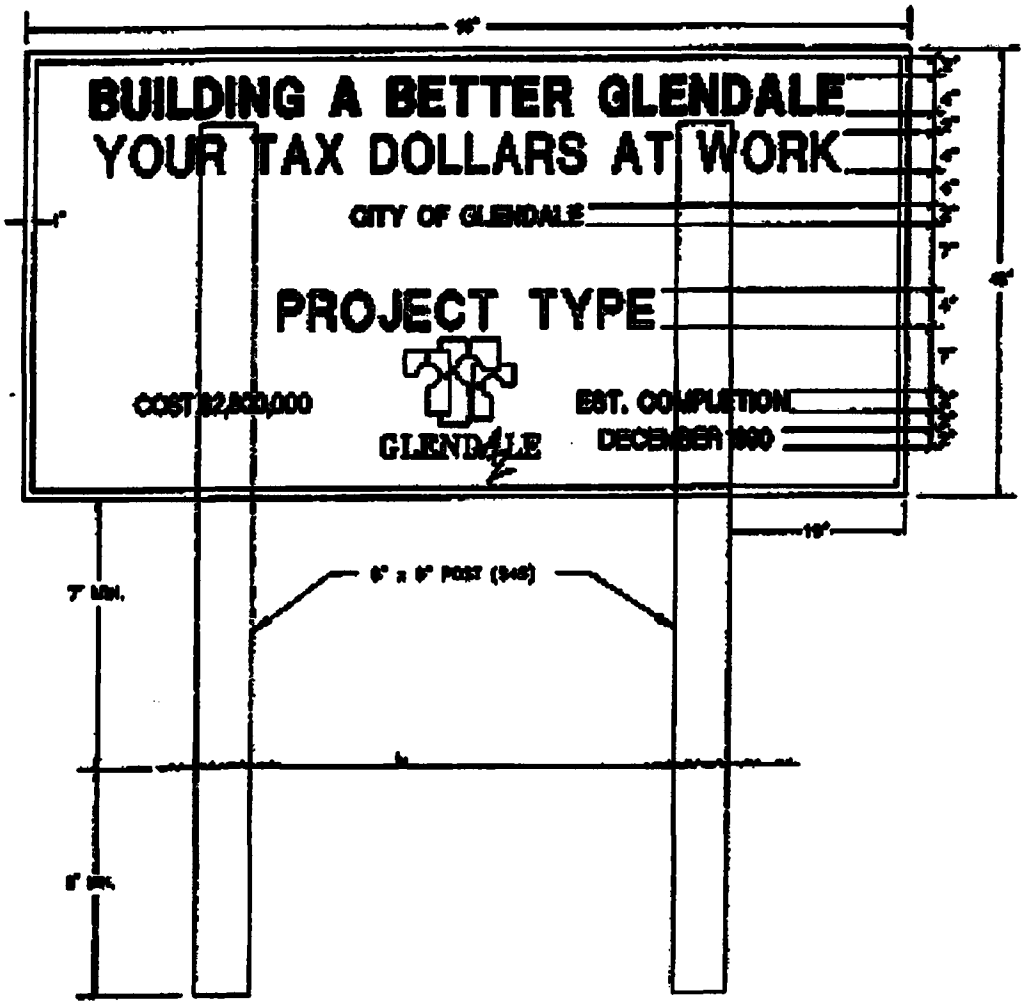
BACKGROUND TO BE PAINTED WHITE WITH STENCIL BLACK LETTERS, NUMERALS AND BORDER.

POSTS SHALL BE PAINTED WHITE. ALL MOUNTING HARDWARE TO BE RUST PROOF MATERIAL

SIGNS SHALL BE SO PLACED THAT THEY WILL NOT OBSCURE OR DETRACT FROM OTHER SIGNING.

CONTRACTOR TO FILL IN THE PROJECT TYPE, COMPLETION DATE, AND COST AS DIRECTED.

THE 12" X 13" TWO COLOR GLENDALE LOGO IS AVAILABLE BY CONTACTING THE CITY OF GLENDALE ENGINEERING DEPT. AT 623-930-3630. COST $18.00



10/22/96

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PART A: SUPPLEMENTAL SPECIAL PROVISIONS

The following project special provisions are modified to add:

TRAFFIC REGULATIONS:

6.1.13. Contractor shall obtain a barricade permit from the City prior to deploying any traffic control equipment. All barricading shall conform to City of Glendale Municipal Code Article III Sections 24 through 37 and 44 through 49 and Phoenix Barricade Manual. If traffic control equipment setups encroach into adjacent municipalities right-of-way, Contractor shall obtain a barricade permit from that

municipality and all barricading shall conform to that municipalities requirements where required.

6.1.14. It is the preference of the City to avoid weekend and night construction work. Contractor must request one (1) week in advance from the City of any intended weekend work. The City's Deputy Public Works Director ("Transportation") and Project Manager will determine if such work shall be permitted. Contractor shall notify the public a minimum of three (3) days prior to performing any authorized weekend or night work. All public notifications shall be coordinated through the public outreach consultant.

6.1.15. Arterial streets require minimum one week notification using message boards prior to any construction activity. Construction activities in arterial street intersections, particularly 83rd Avenue/Bell Road, must be completed at night.

6.1.16. A travel lane will not be considered as open to traffic until it has been graded reasonably smooth and is paved with a minimum of two (2) inches of asphalt or as approved by the City's Deputy Public Works Director ("Transportation"). This shall be considered temporary pavement and shall be removed completely before proceeding with final surfacing.

6.1.17. Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two-hundred fifty (250) feet beyond the center of the intersected streets on all legs of the intersection. If requested by the Contractor and reviewed and approved by the City, the City may allow weekend intersection closures. The Contractor must coordinate any closure schedule and approval through the City's Deputy Public Works Director ("Transportation") and Project Manager.

6.1.18. The Contractor shall install temporary "no parking" signs along all streets scheduled to receive mill / overlay at 100' on center spacing a minimum of 48 hrs. prior to start of milling operations.

6.1.19. The Contractor shall maintain local access to all side streets, access roads, driveways, alleys, and parking lots at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be predetermined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

6.1.20. Access shall be maintained to adjacent businesses at all times during their hours of operation. Properties having more than one point of access shall not have more than one access restricted for more than fourteen (14) calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business at least 48 hours prior to imposing restrictions.

6.1.21. The Contractor shall provide clean and safe school zones, crosswalks, and walkways for students attending nearby schools during all hours of school use. In addition to school zones and crosswalks, the Contractor shall maintain accessibility to all school bus routes during all hours of school use. The Contractor shall notify minimum one week advance and work with the City's Public Information consultant to notify the school Principal(s) and the school administration office at least 48 hours prior to any restrictions; and shall restore access as soon as possible. All work in front of schools and adjacent to school property shall be completed between the hours of 9 AM to 3 PM if school is in session.

6.1.22. The Contractor shall maintain emergency vehicle access at all times.

6.1.23. The Contractor shall maintain access to all Parks during park hours. The Contractor shall coordinate with the Parks Department (Bryan Wagner 623-930-2653) 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

6.1.24. Contractor shall coordinate mill / overlay operations so as to not impact sanitation services by sequencing mill / overlay operations to occur on any given roadway segments with sanitation service scheduled for that day. Should mill / overlay operations be scheduled for any given roadway segment with sanitation service scheduled for that day, the Contractor shall coordinate and provide sanitation pick up for affected residents by relocating trash containers, or by providing alternative measures acceptable to the Solid Waste Division of the City Public Works Department. At any time project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interrupted, the Contractor shall, prior to causing such closure or disruption, make arrangements with the City of Glendale Solid Waste Division in order that refuse collection Service can be maintained.

6.1.25. The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the City's Deputy Public Works Director ("Transportation") or her designee.

6.1.26. The Contractor shall maintain pedestrian paths that meet ADA requirements at all times during the entire length of the project. The Contractor shall ensure that all pedestrian walking areas on this project remain in compliance with all the requirements outlined by all current American Disabilities Act regulations. All pedestrian-walking areas, whether paved or unpaved, shall be maintained open and safely usable at all times. Such measures as backfilling or ramping at a 12:1 slope to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Transportation Director or her designee may request temporary hard-surface walkways, and/or covered pedestrian walkways to be installed at no additional cost to the City.

The following special provisions are added to the project special provisions:

QUALIFICATIONS OF BIDDERS: Bidders shall be experienced with asphalt milling, sub base preparation, and asphalt paving construction. As evidence of competency to perform the work, bidder shall submit, with his/her Bid, a list of at least three, most recent, milling and paving projects of similar size, scope, and quantity completed within the last 48 months. The project list shall show the name of the project, name of the owner, address, telephone number of an appropriate party to contact, date and pavement area or tonnage in each case.

CONSTRUCTION SEQUENCING / SCHEDULE: The Contractor shall complete all work as provided by the City during construction in a logical sequence to complete the project in an efficient manner. The Mill and Overlay areas are located south of Peoria Avenue and East of the Loop 101. The Contractor shall schedule project activities to complete water based paint striping on new asphalt pavement within 5 business days after existing striping is removed. Contractor construction sequencing schedule shall be approved by the City prior to commencing construction. Additionally, the Contractor shall schedule traffic closures or restrictions around the schedule of all local schools.

STOCK PILE LOCATIONS: The Contractor shall be responsible for securing and maintaining a marshalling yard as specified in MAG Standard Specification Sections 104.1.3, 104.1.4, and 107.6.1.

A. MAG 107.6.1 "**Contractor's Marshaling Yard**: If the Contractor or his subcontractor utilizes property outside the limits of the project in the performance of the contract, the Contractor/subcontractor shall comply with the following:

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:
(A) Prior to occupying the property, the Contractor shall provide written notification as to the number and location of all properties to be used. The notification shall specify in detail how the Contractor proposes to use each property and how he proposes to comply with (B) through (D) below. Also, the Contractor shall provide a statement, signed by the property owner(s), which gives the Contractor permission to use the property. (B) The property(s) shall be adequately maintained to control dust, mud, trash and other pollutants from leaving the property. (C) Work on the property(s) shall be scheduled so as to comply with the City of Glendale Noise Ordinance. (D) Use of the property(s) such as location of stored materials, service of equipment, etc., shall be conducted to minimize impact on adjacent properties. (E) The Contractor shall leave the property in a condition, as determined by the Engineer, equivalent to that which existed prior to entry. In no case shall any use cause, or allow to remain, any negative impact to adjoining properties or right-of-way unless such impact existed prior to the

Contractors' use. (F) The Contractor shall obtain a written release signed and dated from each property owner after completion of use. Each release shall state that, at the time of signing, the owner accepts the property in its present condition from the Contractor and relieves the Contractor and the Agency from any or all claims for the use or damage to said property. A copy of each release shall be submitted to the Engineer. (G) This Subsection also applies to all levels of subcontractors who will need to obtain marshaling yards for the project, which will be separate from that of the Contractor. It will be the responsibility of the Contractor to obtain copies of the various documents from the subcontractors, as required above, and provide them to the Engineer.

B. MAG 107.6.1.2 Contractor's Marshaling Yard when the City of Glendale is not the Contracting Party (private development, utility work, subdivision construction, etc.): All conditions will apply as in Subsection 107.6. 1.1 except that the permit holder will be responsible for obtaining all documents. The permit holder will retain the documents and make them available to the Agency upon request.

C. MAG 107.6.2 The Contractor shall comply with the City of Glendale Code concerning work hours and noise level during construction.

SAWCUTTING & REMOVALS: Saw cutting, as well as removal and disposal of any and all asphalt and/or concrete is incidental to the project construction scope.

SAFETY AND DAILY CLEANUP: The contractor shall remove all debris and other deleterious construction material materials from the worksite on a daily basis. The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The Contractor shall provide for the safety, convenience, and the protection of persons and property, of the general public, and residents along the street, highway, and areas adjacent to the work area.

PUNCH LIST ITEMS: The Contractor shall complete all punch list items 30 days after punch list is received by Contractor from the City.

CONSTRUCTION QUANTITIES: The Contractor shall accompany the City of Glendale engineer or their representative during measurement of all construction quantities.

END OF SUPPLEMENTAL SPECIAL PROVISIONS

PART B: BID ITEMS

The following bid items are numbered to correspond to the Schedule of Bid Items. They are included to explain details of work not covered by applicable Standard Specifications and to relate work and pay quantities to the specific Bid Item. Any work shown on the plans and not included in a bid item shall be considered incidental to the project.

ITEM 1 MOBILIZATION – PROJECT SIGNS

Description:

Mobilization shall include a corresponding demobilization per each unit and shall include movement of Contractor's personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project locations.

Measurements and Payment:

Mobilization will be measured for payment by each as a single complete unit of work for each mobilization unit utilized. Payment for mobilization will be made at the contract each price for each unit utilized. Payment shall be made in equal one-third portions. The first payment will be paid with the Contractor's initial billing. The second payment will be made when the total payments to the Contractor for the pay items; exclusive of payments for mobilization, equal greater than one-half of the initial contracted amount, exclusive of mobilization. The remaining one-third will be paid as part of the final payment due to the Contractor. If a second Mobilization is required at the request of the City, the above stipulations will apply with references inferred for the second Mobilization.

Project Signs Description:

The contractor shall provide a minimum of two (2) portable signs at each work location, minimum size 48" x 30" with the following information – City of Glendale 2015 Mill / Overlay Program, Project Hotline XXX-XXX-XXXX. (Phone number to be provided by the City at Preconstruction Conference). Signs shall be in place at each location prior to the start of construction, placed to be visible to motorists and kept clean.

Measurement and Payment:

Project signs will be measured for payment on lump sum basis and paid at the price established in the Bid Scheduled for all labor, materials, tools and equipment to complete the work.

ITEM 2 1.5" UNIFORM ASPHALT MILLING
ITEM 3 3.0" UNIFORM ASPHALT MILLING

Description:

The work under this item shall consist of supplying all labor, materials, tools, and equipment to mill asphalt and subgrade to limits as dictated by field conditions and identified by the Engineer. Millings shall remain the property of the City and are to be stockpiled at the City of Glendale Landfill at 114th Avenue and Glendale Avenue.

Construction Requirements:

317.

At certain locations where mill depth is specified to be three (3) inches, existing asphalt might be less than three (3) inches in thickness. At these locations a portion of aggregate base course shall be milled for a total mill depth of three (3) inches or as directed by the Engineer.

The following procedures/items need to be in place/adhered to while operating equipment on City of Glendale Landfill (LF) property:

1. An insurance certificate naming the city as additionally insured must be on file in the LF office.
2. Advance notice of upcoming projects must be communicated to a designated LF staff member at least 2 weeks in advance of material coming to the site (other projects may be taking place, communication is key).
3. A flag person must be provided by the hauler/contractor and in place at all times if trucks will be utilizing the Northern Avenue gate. The gate should never be left unattended at any time!
4. If hauling operations will be taking place at night, adequate lighting will be needed and is the responsibility of the hauler/contractor to allow for safe entry and exit and for travel to and from the stock pile.
5. Depending on the project size ***(greater than 20 trucks / hour)*** a dedicated operator may be required to push the materials pile, the hauler/operator will be responsible to provide the necessary equipment and personnel to safely receive said material at the Glendale Landfill.
6. Depending on the size of the project ***(greater than 20 trucks / hour)*** the hauler/contractor may be required to supply a water truck and operator. Water will be supplied at no charge and a log documenting water use must be maintained by the contractor and turned into the LF at the end of the project (month) for LF records.
7. Depending on the project size the hauler/contractor may be required to obtain a Maricopa County dust control permit. Landfill staff will make that determination based on estimated project duration, estimated material quantity and material type.
8. A dust control certificate issued by Maricopa County must be on file at the LF office for the contractor's employee(s) who will be operating the water truck or water pull if dust support is required.
9. A start time and end time for hauling must be communicated to LF staff so notification can be passed on to the onsite security guard.
10. If different types of materials are to be hauled to the site, i.e.: millings, dirt, sub grade/ABC mix, LF staff must approve the material prior to it being dumped. Dirt will always need to be processed through a LF Waste Profile sheet that will be approved by the LF staff. Mixed piles of ABC and millings will be segregated from the millings pile.
11. Track out - hauler/contractor is responsible for all clean up on Northern Avenue should there become a need to have a sweeper.
12. If at any time a Maricopa County Inspector arrives at the Northern Avenue gate, notification will be made to the Landfill Crew Leader, Cheryl Topete (623) 340-2395 or Landfill Supervisor, Bill Stout (602) 885-1230.

Measurement:

Uniform asphalt milling will be measured per square yard.

Payment:

The accepted quantities of uniform asphalt milling, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for the work, complete in place, including all disposal fees.

ITEM 4 16' ASHPHALT WEDGE MILL

Description:

16' Asphalt Wedge mill shall be milling operations measured from the edge of pavement measured at 1.5" thick at curbline to 0" at 16ft.

Measurement:

16' Asphalt Wedge Mill will be measured for payment by the square yard.

Payment:

The accepted quantities of 16' Asphalt wedge mill, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for the work, complete in place, including all disposal fees.

ITEM 5 ASPHALTIC CONCRETE TYPE D, 3/8", 1.5" THICK - Residential
ITEM 6 ASPHALTIC CONCRETE TYPE D, 3/8", 1.5" THICK - Arterial
ITEM 7 ASPHALTIC CONCRETE TYPE D, 1/2", 3.0" THICK - Residential
ITEM 8 ASPHALTIC CONCRETE TYPE D, 1/2", 3.0" THICK - Arterial

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to place asphaltic concrete at the thickness indicated and locations indicated in the contract documents.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 321.

Asphaltic Concrete Mix Designs:

Asphalt mix designs shall be prepared and submitted for approval in accordance with the current version of MAG Uniform Standard Specifications and Details for Public Works Construction Section 710 "Asphalt Concrete".

Asphalt concrete shall be produced and placed in accordance with MAG Section 321 "Placement and Construction of Asphalt Concrete Pavement".

The designation for asphalt concrete mixes shall be based on the nominal maximum aggregate size of the mix as indicated in the MAG Uniform Standard Specifications. The applicable mix designations are 3/8 inch (9.5mm) and ½ inch (12.5mm).

Gyratory mixes shall be used for high / intermediate traffic conditions, Marshall Mixes for low traffic conditions. High / intermediate traffic conditions are conditions where the asphalt mix will be subject to higher volumes and/or heavier weight vehicle usage such as found on major arterial, collector, and commercial streets. Low traffic conditions are conditions where the asphalt mix will be subject to lower volumes and lower weight vehicle usage. Examples of low traffic conditions are residential streets, most parking lots and residential minor collector streets. When in dispute, street classifications (i.e. minor, collector, major collector) shall be determined by the City of Glendale or as provided by the Engineer.

The following table (MAG Table 710-1) displays the recommended lift thickness for various asphalt concrete mix designations found within MAG Section 710. Please note that these recommended lift thicknesses are minimums based on each mix designation's "Nominal Aggregate Size" and the relative coarseness of its gradation. The compacted thickness of layers placed shall not exceed 150% of the Minimum Lift Thickness of Table 710-1 (below) except as otherwise provided in the plans and specifications, or if approved in writing by the Engineer.

Table 710-1		
RECOMMENDED MINIMUM LIFT THICKNESS'S for ASPHALT CONCRETE MIXES		
Asphalt Concrete Mix Designation (inches)	**Minimum Lift Thickness Marshall Mixes**	**Minimum Lift Thickness Gyratory Mixes**
3/8"	1.0"	1.5"
½"	1.5"	2.0"
¾"	2.5"	3.0"
BASE	3.0"	n/a

Asphaltic Concrete Material Sampling & Testing:

Laboratory and field testing and sampling shall adhere to the current City of Glendale minimum frequencies of the Special Provisions. Formal documentation, records etc. shall be provided to the City in a timely manner and as part of required project documentation for overall project acceptance. The City reserves the right to utilize independent / additional testing to confirm prior results.

Measurement:

Asphaltic concrete will be measured by the Ton for the asphaltic concrete actually used, which will include the weight of mineral aggregate, asphalt cement, and mineral admixture.

These items include any necessary replacement aggregate base, compaction of the replacement aggregate base, and paving at all curb ramp construction locations.

Payment:

The accepted quantities of asphaltic concrete, measured as provided above, will be paid for at the contract unit price per Ton, which price shall be full compensation for the work, complete in place.

Replace Damaged Pavement:
The Contractor will be responsible to replace, at their cost, any and all damaged pavement outside the pay limits, due to their activities on the project. This includes, but is not limited to, the replacement of newly cracked pavement where the cracks have been widened, the replacement of any chipped or missing pieces of pavement, and the replacement of any deformed pavement. The pavement will be sawcut at right angles to the roadway, to encompass the replacement areas.

ITEM 9 ASPHALT PATCHING – (REMOVE/REPLACE), 12.5mm per 3" removed thickness

Description:

The work described herein shall consist of saw cutting asphalt to limits marked in the field by the Engineer, removal of full depth asphaltic concrete, or as directed by the Engineer. Contractor shall wet and compact exposed grade/base and install 1/2" (12.5 mm) asphaltic concrete to match existing depth or minimum 3" depth whichever is greater. The engineer shall determine the thickness of removal required.

All asphalt remove/replace locations shall not extend into curb, gutter, sidewalk, valley gutter or other existing improvements.

Location of Work:

Asphalt repair areas will be identified in the field by the Engineer with white marking paint. All areas shall be field verified by the Contractor prior to commencing construction and any areas unable to be located by Contractor shall be brought to the attention of the City of Glendale prior to proceeding. The City reserves the right to make additions or deletions to the original quantity amount, and/or to the streets or number of streets, at the price bid per square yard.

Asphaltic Concrete Mix Designs:

Asphalt mix designs shall be prepared and submitted for approval in accordance with the current version of MAG Uniform Standard Specifications and Details for Public Works

Construction Section 710 "Asphalt Concrete".

Asphalt concrete shall be produced and placed in accordance with MAG Section 321 "Placement and Construction of Asphalt Concrete Pavement".

The designation for asphalt concrete mixes shall be based on the nominal maximum aggregate size of the mix as indicated in the MAG Uniform Standard Specifications. The applicable mix designations is ½ inch (12.5mm)

Gyratory mixes shall be used for high / intermediate traffic conditions, Marshall Mixes for low traffic conditions. High / intermediate traffic conditions are conditions where the asphalt mix will be subject to higher volumes and/or heavier weight vehicle usage such as found on major arterial, collector, and commercial streets. Low traffic conditions are conditions where the asphalt mix will be subject to lower volumes and lower weight vehicle usage. Examples of low traffic conditions are residential streets, most parking lots and residential minor collector streets. When in dispute, street classifications (i.e. minor, collector, major collector) shall be determined by the City of Glendale or as dictated on project plans.

The following table (MAG Table 710-1) displays the recommended lift thickness for various asphalt concrete mix designations found within MAG Section 710. Please note that these recommended lift thicknesses are minimums based on each mix designation's "Nominal Aggregate Size" and the relative coarseness of its gradation. The compacted thickness of layers placed shall not exceed 150% of the Minimum Lift Thickness of Table 710-1 (below) except as otherwise provided in the plans and specifications, or if approved in writing by the Engineer.

Table 710-1		
RECOMMENDED MINIMUM LIFT THICKNESS'S for ASPHALT CONCRETE MIXES		
Asphalt Concrete Mix Designation (inches)	**Minimum Lift Thickness Marshall Mixes**	**Minimum Lift Thickness Gyratory Mixes**
3/8"	1.0"	1.5"
½"	1.5"	2.0"
¾"	2.5"	3.0"
BASE	3.0"	n/a

Asphaltic Concrete Material Sampling & Testing:

Laboratory and field testing and sampling shall adhere to the current City of Glendale minimum frequencies of the Special Provisions. Formal documentation, records etc. shall be provided to the City in a timely manner and as part of required project documentation for overall project acceptance. The City reserves the right to utilize independent / additional testing to confirm prior results.

Measurement:

Asphalt remove/replace shall be measured by the square yard per 3" thickness as defined by the sawcut lines.

Payment:

The accepted quantities of asphalt remove/replace, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for the work, complete in place, with no allowance for waste, and shall include labor, equipment, tools, and incidentals to complete the work as prescribed and as directed by the Engineer. Saw cutting shall be considered incidental to this bid item and will not be paid separately.

No payment will be made for materials rejected due to improper placement, improper proportions of materials, or material found to be defective or out of specifications. Contractor shall remove and replace rejected material at their own cost.

ITEM 10 SUBGRADE / BASE PREPARATION

Description:

The work under this item shall consist of supplying all labor, materials, tools, equipment and labor to complete subgrade / base preparation for all areas identified by the Engineer.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 310.

Subgrade base shall be processed or surface scarified, wetted (if necessary), and processed re-compacted to special provision requirements prior to placement of ABC and asphalt base course. Densities required shall be per MAG to 95% density per AASHTO T-99 if overlaid by MAG ABC, 100% density per AASHTO T-99 if in direct contact with hot mix asphalt.

Measurement:

Base preparation will be measured per square yard per 6" compacted thickness.

Payment:

The accepted quantities of base preparation, measured as provided above, will be paid for at the contract unit price per square yard per 6" lift or fraction thereof which price shall be full compensation for the work, complete in place.

ITEM 11 UNCLASSIFIED EXCAVATION

Description:

The work under this item shall consist of supplying all labor, materials, tools, equipment to remove areas identified by the Engineer.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 205 Roadway Excavation and section 301 Subgrade Preparation.

Unclassified excavation not suitable to be reused shall be disposed of at the contractor's expense and considered incidental to the work.

Measurement:

Unclassified excavation will be measured per cubic yard measured dimensionally in the field.

Payment:

The accepted quantities of unclassified excavation, measured as provided above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for the work, as removed in place.

ITEM 12 IMPORT ABC BASE AND COMPACT IN PLACE PER 6" LIFT THICKNESS

Description:

The work under this item shall consist of supplying all labor, materials, tools and equipment to deliver and provide MAG ABC per MAG Section 702, wet processed as required in / place and compact per MAG Section 310 and MAG Section 301. Delivered ABC Material will be utilized to replace suspect or failing subgrades removed due to unsuitable ability to support overlying materials and pavements at the direction of the Engineer. Millings may be considered by the Engineer in lieu of ABC in unique circumstances.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 301 Subgrade Preparation and section 310 Placement and Construction of Aggregate Base Course and 702 Base Materials.

Contractor shall import, process and compact ABC to meet applicable MAG sections referenced above and in no case shall be less than 100% density of AASHTO T-99

Measurement:

ABC Base will be measured per ton delivered via delivery ticket, wet / processed / compacted in place in lifts not to exceed 6" compacted.

Payment: The accepted quantities of ABC Base, measured as provided above, will be paid for at the contract unit price per ton, which price shall be full compensation for the work, complete in place.

ITEM 13 EMULSIFIED ASPHALT FOR TACK COAT, TYPE SS-1H

Description:

The work under this item shall consist of supplying all labor, materials, tools, equipment and labor to apply tack coat prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, between layers of bituminous mixtures, or to edges or vertical surfaces against which a bituminous mixture is to be placed.

Materials:

All materials shall comply with MAG Uniform Standard Specifications section 713 for SS-1H grade, slow setting type emulsified asphalt.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 329.

Measurement:

Emulsified asphalt for tack coat will be measured per diluted ton.

Payment:

The accepted quantities of emulsified asphalt for tack coat, measured as provided above, will be paid for at the contract unit price per diluted ton, which price shall be full compensation for the work, complete in place.

ITEM 14 PAVEMENT JOINT SEALANT

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to construct / provide for a pavement joint sealant to all joints constructed as part of the project for ADA ramp replacement, all newly created joints lateral joints and as required by the Engineer.

Construction Requirements:

All work shall comply with City of Glendale standard details G-317.

Measurement:

Pavement Join Sealant shall be measured per linear foot.

Payment:

The accepted linear quantities of pavement joint sealant, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place.

ITEM 15 SPEED CUSHION

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to construct asphaltic concrete speed cushions at all locations identified by the Engineer and striped utilizing permanent chevrons, using (ITEM 41).

Construction Requirements:

All work shall comply with City of Glendale standard details G-350 and G-351. Asphaltic Concrete shall be submitted for approval in accordance with the current version of MAG Uniform Standard Specifications and Details for Public Works Construction Section 710 "Asphalt Concrete".

Asphalt concrete shall be produced and placed in accordance with MAG Section 321 "Placement and Construction of Asphalt Concrete Pavement".

The designation for asphalt concrete mixes shall be based on the nominal maximum aggregate size of the mix as indicated in the MAG Uniform Standard Specifications. The applicable mix designations to be utilized for Speed Cushions are the MAG 3/8 inch (9.5mm) mix designation for collector roadways.

Measurement:

Speed cushions will be measured per linear foot completed in place.

Payment:

The accepted quantities of new speed cushions, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 16 REMOVE SPEED CUSHION

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove asphaltic concrete speed cushions at locations identified by the Engineer.

Construction Requirements:

All work shall comply so as to completely mill the existing speed cushion to the existing road surface so as to allow replacement of the speed cushion.

Measurement:

Remove Speed cushion will be measured per linear foot as removed in place.

Payment:

The accepted removed quantities of existing speed cushions, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, equipment and labor removed in place.

ITEM 17 REMOVE CONCRETE ADA RAMP

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove all concrete curb ramps as identified by the Engineer (and site conditions). ADA ramp removal shall be measured from point of curvature (PC) to point of tangency (PT), also known as end of radius (ER) to end of radius (ER),

Construction Requirements:
All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Remove ramp will be per each from point of curvature (PC) to point of tangency (PT), also known as end of radius (ER) to end of radius (ER) , including backfill and compaction of any voids, and proper disposal of all removed concrete.

Payment:

The accepted quantities of remove ramp, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 18 REMOVE CONCRETE SIDEWALK
ITEM 19 REMOVE CONCRETE VALLEY GUTTER/APRON

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Remove sidewalk, valley gutter and apron will be measured per square foot, including backfill and compaction of any voids, and proper disposal.

Payment:

The accepted quantities of remove sidewalk, valley gutter and apron, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work, complete in place.

ITEM 20 REMOVE CURB AND GUTTER

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to remove concrete curb and gutter as identified by the Engineer.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 350.

Measurement:

Remove curb and gutter will be measured per linear foot, including all backfill and compaction of any voids, and proper disposal.

Payment:

The accepted quantities of remove curb and gutter, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place.

ITEM 21 INSTALL ADA MID-CURB INLINE RAMP MODIFIED TO FIT PER LOCATION PER MAG STD. DET. 235-5
ITEM 22 INSTALL ARTERIAL ADA RAMP MODIFIED TO FIT PER LOCATION PER MAG STD. DET. 235-2
ITEM 23 INSTALL RESIDENTIAL/COLLECTOR ADA RAMP MODIFIED TO FIT PER LOCATION PER MAG STD. DET. 235-3 MODIFED PER PLAN

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to construct concrete sidewalk ramps per the standard detail as determined by the Engineer.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340. NOTE: Adhesive or screw down dome systems are not allowed. Only wet set type dome systems are permitted.

Measurement:

Sidewalk ADA ramps will be measured per each, including the truncated domes. Adhesive domes are NOT allowed in the City of Glendale.

Payment:

The accepted quantities of sidewalk ramp, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 24 INSTALL SIDEWALK PER MAG STD. DET. 230

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to construct concrete sidewalk at all locations determined by the Engineer.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340.

Measurement:

Sidewalk will be measured per square foot.

Payment:

The accepted quantities of sidewalk, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work, complete in place.

ITEM 25 INSTALL 6" CURB AND GUTTER PER MAG STD. DET. 220-1, TYPE A
ITEM 26 INSTALL 4" ROLL CURB AND GUTTER PER MAG STD. DET. 220-1, TYPE C

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to construct concrete curb and gutter, of the type indicated at all locations identified by the Engineer.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340.

Measurement:

Curb and gutter will be measured per linear foot, including all transitions.

Payment:

The accepted quantities of curb and gutter, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place.

No additional payment will be made for the transitions between different curb types, the cost is considered incidental to the work. The length of the transition will be included in the bid item linear foot measurement.

ITEM 27 INSTALL APRON AND VALLEY GUTTER PER MAG STD. DET. 240

Description:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to construct concrete valley gutter at all locations identified by the Engineer.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 340.

Measurement:

Valley gutter will be measured per square foot.

Payment:

The accepted quantities of valley gutter, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for the work, complete in place.

ITEM 28 ADJUST MANHOLE FRAME & COVER PER MAG DTL 422
ITEM 29 ADJUST SEWER CLEANOUT FRAME & COVER, MAG DTL 270
ITEM 30 ADJUST WATER VALVE FRAME & COVER PER MAG DTL 391-1, TYPE A
ITEM 31 ADJUST GAS VALVE FRAME & COVER PER MAG DTL 270
ITEM 32 ADJUST SURVEY MARKER FRAME & COVER, MAG DTL 270

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to adjust frames and covers (except Manhole frames and covers as noted below) determined by the Engineer.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications sections 345 and 405.

During the adjusting of manholes, the contractor shall strictly adhere to the O.S.H.A. requirements, (29 CPR part 1910) Subsection 146 "Permit Required Confined Spaces" subpart J. all atmospheric testing and safety equipment must be utilized with permits available for inspection.

The Contractor will be responsible for the tie-out of all water valves, manholes, cleanouts, and survey monuments and shall provide to the Engineer, prior to the milling, a map clearly locating all survey monuments, frames and covers to be adjusted after paving. The methods used shall be approved by the Engineer prior to starting work.

The Contractor shall locate all existing frames and covers within the project area prior to performing milling operations. The Contractor shall then adjust all existing frames and covers in the project area to the new pavement elevation and slopes with the possible exception of utility company manholes and valve boxes. The Contractor will only adjust the facilities to new surface elevation after the surface course paving is complete. **Contractor shall install City supplied new manhole frame and covers conforming to City of Glendale Std. Det. G-704 at identified manhole adjustment locations per the Engineer. Existing manhole covers shall be reused in areas not replaced with new. In locations where existing manhole frames and / or covers are replaced, existing frame and /or covers will be salvaged and delivered to City maintenance yard.**

All manholes and valves will be marked with paint on the same day as the paving and adjustments to frames and covers will be accomplished within seven (7) days after completion of the paving in a specific location unless otherwise approved in writing by the Engineer. Under no circumstances shall utility manhole and valve adjustments be completed until after water-based-paint striping is finalized. Contractor shall keep rings and covers matched and shall replace them to their original locations. The contractor shall notify the engineer of any missing manhole or valve covers for replacement.

The Contractor shall remove asphalt, chip seal and other material from all metal covers encountered within the limits of this project. The method for removal of this material must be approved by the Engineer prior to being used. This work shall be completed prior to adjusting

the frame and shall be performed with the adjustment and/or installation. The Contractor shall remove all debris that falls into any valve box, sewer clean out, sewer manhole, storm drain manhole, hand hole or any other utility provider's structure as a result of any activity related to the construction activities of this project and the cost shall be at the Contractor's expense.

Prior to pouring the concrete after setting manhole frames, a 10-foot straight edge shall be used to ensure the proper slope and elevation. The concrete to be used shall attain a minimum strength of 2,000 psi within 4 hours of placement: The Contractor may use a site-added set accelerating admixture such as Daraset, by W.R. Grace; Pozzutec20, by Master Builders or approved equivalent. In no case, shall the Contractor use a chloride containing accelerator. Mix design shall be submitted to the Engineer for approval one week prior minimum to the commencement of the adjustments. Protection of all utilities is the responsibility of the Contractor. All crack exposed aggregate, and adjustments with graffiti will be subject to removal. No concrete patching is acceptable.

A utility company representative MUST be present at all times when adjusting a utility company facilities. The Contractor shall coordinate with the Engineer and with representatives of the various utilities regarding the adjustment and inspection of their manholes and valve boxes. Utility company's specifications shall be adhered to during adjustment. The Contractor shall be responsible for obtaining any additional specifications or requirements from the utility company.

Measurement:

All adjustments shall be measured as a unit for each adjustment.

Payment:

The accepted quantities of adjustments will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 33 FURNISH AND INSTALL SURVEY BRASS CAP PER MAG DTL 120-1, TYPE B

General:

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to replace survey brass caps that will be disturbed or removed due to construction activities.

Construction Requirements:

All work shall be completed in accordance with MAG Uniform Standard Specifications section 405.

Measurement:

Furnish and Install Survey Brass Cap will be measured per each, including recording a corner record or results of survey.

Payment:

The accepted quantities of furnish and install survey brass caps, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 34 WHITE STRIPE (PAINT) 4" EQUIVALENT
ITEM 35 YELLOW STRIPE (PAINT) 4" EQUIVALENT
ITEM 36 TEMPORARY PAVEMENT MARKING ARROW (PAINT)
ITEM 37 TEMPORARY WHITE CHEVRONS (SPEED CUSHION)
ITEM 38 WHITE STRIPE (60 MIL THERMOPLASTIC) 4" EQUIVALENT
ITEM 39 WHITE STRIPE (90 MIL THERMOPLASTIC) 4" EQUIVALENT
ITEM 40 YELLOW STRIPE (60 MIL THERMOPLASTIC) 4" EQUIVALENT
ITEM 41 PREFORMED PAVEMENT MARKING ARROW (90 MIL)
ITEM 42 PERMANENT 3M TAPE CHEVRONS – SPEED CUSHIONS
ITEM 43 RAISED PAVEMENT REFLECTIVE MARKER (TYPE D/G)
ITEM 44 RAISED PAVMENT REFLECTIVCE HYDRANT MARKER (TYPE DB - BLUE)

General:

The work under this section consists of the contractor furnishing all labor materials, tools, and equipment required to prepare the pavement surface and install the pavement markings as dictated by field conditions and identified by the Engineer.

All newly paved or overlaid roadways shall first be striped in water based paint and then re-striped with thermoplastic markings a minimum of 30 days after final paving. (Obtain current City of Glendale water based paint specifications for material type and installation from the City of Glendale Public Works Transportation Division).

All pavement marking materials shall be approved by the City of Glendale Public Works Transportation Division prior to installation. The contractor shall contact the City of Glendale Public Works Transportation Division (phone number 623-930-2940) a minimum of 72 hours in advance of striping lay-out to obtain the necessary lane closure permits.

The contractor shall AS-Built any existing striping, existing turn arrows etc., raised pavement markers, survey markers, surface features etc. prior to commencing milling operations for an impacted segment to the satisfaction of the Engineer. An As-Built layout plan will be submitted to the Engineer for review and approval prior to commencement of milling operations identifying how the contractor will As-Built existing features for a given roadway segment. The City will review and approve or deny the As-Built plan within 72 hours (measured over regular City work days) after submittal. AS-Built of existing features will be considered incidental to removal and replacement of the existing features (i.e. striping, turn arrows, survey markers etc. etc.) thru the removal of asphalt by milling.

When placing water based or thermoplastic striping on newly placed asphalt, the contractor shall Lay-out all striping and markings for the City of Glendale Public Works Transportation

Division for review and approval, a minimum of three (3) work days before water based paint installation and a minimum of two (2) working days before thermoplastic installation.

Roadway striping shall not be done on weekends or holidays unless permission is granted in advance by the City Deputy Public Works Director (Transportation), a minimum of two (2) working days before installation.

All pavement striping dimensions are to face of curb and center of stripe, or to the center of double stripes.

Construction Requirements:

Thermoplastic Lane Lines and Centerline: Application of the white lane line and yellow centerline striping shall be performed in accordance with Arizona Department of Transportation (ADOT) Standard Specification 704. The application equipment shall be truck mounted per ADOT Standard Specification 704-3.01.

Materials for white lane line and yellow center line striping shall be in accordance with ADOT Standard Specification 704 with the exception that the material shall be Alkyd Thermoplastic. All long line striping shall be spray type and be applied at a thickness of 60 mils.

All yellow and white broken lane lines shall have a common start point and cycle length, so as to be restriped simultaneously, using a common cycle length on both sides of the truck carriage. The cycle length is to be 40 feet with a 10 foot long line and a 30 foot space between lines.

Thermoplastic Crosswalks and Stop Bars: Installation for striping all stop bars and crosswalks shall be in accordance with Section 704 of the ADOT Standard Specifications, with the exception that the material shall be Alkyd Thermoplastic. The crosswalk and stop bars shall be the extruded type and applied at a thickness of 90 mils.

Thermoplastic Pavement Turn Arrows and Symbols: Installation and material for left and right turn arrows shall be in accordance with Section 704 of the ADOT Standard Specifications. Turn arrow and symbol material to be thermoplastic and applied at a thickness of 90 mils. Speed cushion striping shall be in accordance with City of Glendale standard detail G-351.

Raised Pavement Markings: Raised pavement markers shall be in accordance with section 706 of the ADOT Standard Specifications. Material to be Stimsonite 911 raised pavement markers with un-tempered glass lens, or approved equal. Install the markers per City of Glendale details M1-5 and M1-6.

A double sided blue raised pavement marker shall be installed at each fire hydrant in accordance with City of Glendale Standard Detail G-650.

Measurement and Payment:

Painted / Preformed Pavement Marking Arrows shall be measured per each installed and paid at the contract unit cost per each indicated on the Bid Schedule, which price shall be full compensation for the work as described herein and required for installation.

White and Yellow Painted and 60 / 90 Mil Thermoplastic 4" Equivalent Stripe shall be measured per linear foot installed and paid at the contract unit cost per linear foot indicated on the Bid Schedule, which price shall be full compensation for the work as described herein and required for installation.

Raised Pavement Markers shall be measured per each installed and paid at the contract unit cost per each indicated on the Bid Schedule, which price shall be full compensation for the work as described and required for installation.

ITEM 45 SIGNAL LOOP DETECTORS 6' X 6'

Description:

The work under these items shall consist of furnishing all labor, materials, tools, and equipment to replace all signal loops that will be disturbed or removed due to construction activities. Locations shall be identified by field locations and identified by the Engineer.

Construction Requirements:
All work shall be completed in accordance with City of Glendale traffic signal and ITS standards and details including detail T6-2.2 (See appendix A).

Actual signal loops will be laid out and marked by City staff prior to saw cutting and installation by the Contractor. The Contactor shall notify the City Signal Supervisor (623-930-2672) five (5) days in advance of the work being completed to allow for marking.

Loops shall be installed in the base layer. No loops shall be installed in the final lift.

Measurement:

Signal loop detectors will be measured per each.

Payment:

The accepted quantities of signal loop detectors, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

ITEM 46 TRAFFIC CONTROL/STORMWATER PROTECTION (ARTERIAL)
ITEM 47 TRAFFIC CONTROL/STORMWATERPROTECTION (COLLECTOR)
ITEM 48 TRAFFIC CONTROL/STORMWATER PROTECTION

(RESIDENTIAL)

Description:

This item consists of a linear foot price for the sole purpose of providing complete traffic control per street CL length along the primary street segment required to complete construction activities. If a cross street is encountered in the course of overlaying an existing primary street segment, the cross street segment CL measured length for traffic control will only be included in the LF calculation for traffic control IF milling / overlay and/or ADA improvements impact the roadway surfacing of the adjacent cross street. Cross streets included in the traffic control line item will be measured spanning end to end over the limit of construction along the CL of the cross street.

If the traffic control requires a uniformed police officer(s) as part of the segment traffic control permit, the office shall be paid from the bid table line item hours per line item rate (ITEM 48).

Stormwater Protection during milling / paving / adjustments / striping shall be considered subsidiary to the line item. Necessary BMP's to protect catch basins and storm drains and other drainage appurtenances shall be in place during all times milling / paving and adjustments are occurring and shall also be subsidiary to the line item.

Construction Requirements:

See "Traffic Regulations" of the project special provisions.

Measurement and Payment:

Traffic control shall be measured as a linear foot, and paid at the linear foot price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein and required to provide temporary traffic control.

ITEM 49 UNIFORMED, OFF DUTY LAW ENFORCEMENT OFFICER CONTINGENCY

General:

See "Traffic Regulations" of the project special provisions.

Measurement and Payment:

See "Traffic Regulations" of the project special provisions. Measurement for Uniformed Off Duty Law Enforcement Officer shall be paid at a unit price per hour per the bid table item.

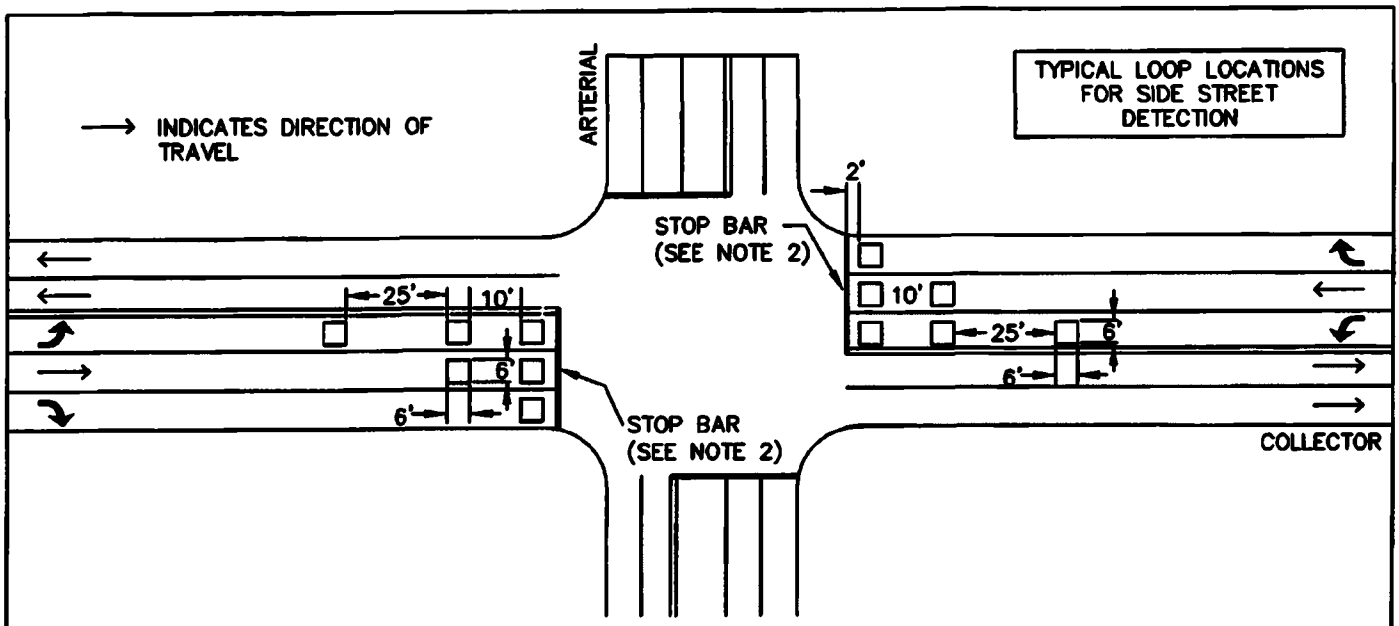
ITEM 50 OWNERS ALLOWANCE FOR CONSTRUCTION CONTINGENCY

General:
This item includes a lump sum contingency allowance for the sole purpose of reimbursing Contractor for any unforeseen issues not apparent at the time of bidding the work to be performed.

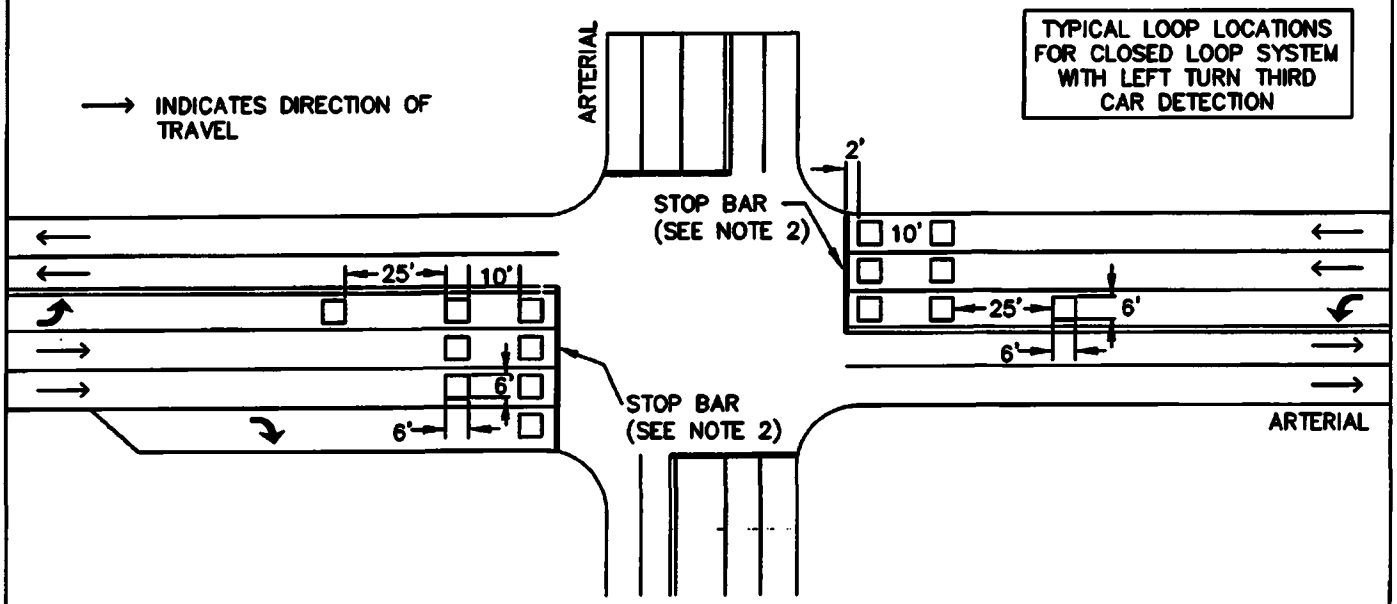
Construction Requirements / Measurement and Payment:
Measurement and payment for this item shall be made on individual basis per task and as described above. Limit for this item is set at the price specified on the bid tab under OWNERS ALLOWANCE FOR CONSTRUCTION CONTINGENCIES. See allowance for construction contingencies in the project special provisions for additional information.

END OF BID ITEMS

APPENDIX A



TYPICAL COLLECTOR 6' X 6' LOOP LOCATIONS



TYPICAL ARTERIAL 6' X 6' LOOP LOCATIONS

NOTES:

1. ALL LOOPS ARE TO BE CENTERED IN THE MIDDLE OF THE STRIPED VEHICLE LANE.
2. WHERE NO STOP BAR OR STRIPING EXISTS, CONTRACTOR TO CALL THE TRAFFIC SIGNAL SUPERVISOR AT (623) 930-2762 TO HAVE STOP BAR AND STRIPING MARKED BEFORE LOOP INSTALLATION.

SIGNATURES ON FILE	GLENDALE	CITY OF GLENDALE TRAFFIC SIGNAL AND ITS STANDARDS 6' X 6' LOOP DETECTOR INSTALLATION LOCATION	REVISION: 12/2014 T6-2.2