

C-11161
09/27/2016



October 18, 2016

Juan Gonzalez
Gonzalez Asphalt, Inc.
4543 N. 111th Glen
Phoenix, AZ 85037

RE: Project 151625 – Utility Cut Repairs and Concrete Work FY 2016/2017

Ladies and Gentlemen:

Congratulations! It is a pleasure to inform you that your company has been awarded the contract for the above-referenced project in the amount of \$850,000.00 (per term). We are enclosing three (3) sets of the contract documents for signing, with the inclusion of your statutory performance and payment bonds, and certificate of insurance. After execution, return all contract sets (3 originals each of the performance bond, payment bond and certificate of insurance) to this office for execution by the City. In accordance with the job specifications, the executed contract documents, including the bonds and insurance, must be returned within ten (10) calendar days (on or before October 28, 2016).

The Capital Improvement Division of the City of Glendale has the responsibility for administering all construction contracts. However, if I can be of service to you in bringing this project to a successful conclusion, please do not hesitate to call our office at 623-930-3630.

Sincerely,

A handwritten signature in cursive script that reads "David D. Beard".

David D. Beard, P.E.
City Engineer

/km

Enclosures

ec: Sharletha Johnson, Engineering Project Manager



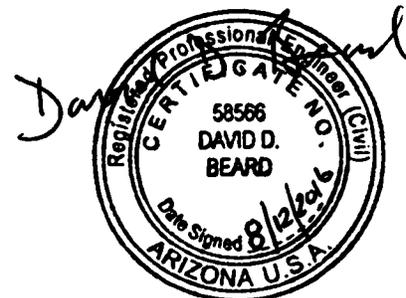
Engineering Department

Memorandum

DATE: August 10, 2016
TO: All Plan and Specification Holders
FROM: Public Works/Engineering
SUBJECT: PROJECT NO. 151625 – UTILITY CUT REPAIRS AND CONCRETE WORK FY 2016/2017 (RE-BID)

ADDENDUM NO. 1

In accordance with the contract documents "Information for Bidders," Page 4, Section 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 Section 13. ADDENDUM, of the Information for Bidders.



Expires: 09/30/2017

- Mandatory Pre-Bid Meeting (8/10/2016) Sign-In Sheet
- Revised Bid Schedule (8/10/2016)
 - Item No. 3 - Quantity change.
 - Item No. 5 - Quantity change.
 - Item No. 7 - Changed to Items 7a and 7b.
 - Item No. 21 - Unit change from EACH to SF; Quantity change.
 - Item No. 34 - Unit change from CY to EACH.
 - Item No. 35 – Changed to Item No. 37. Unit change from LF to Allowance of \$20,000.
 - Item No. 36 – Changed to Item No. 35. Quantity change.
 - Subtotal line added for Items 1 -35 (Group One, Two and Miscellaneous)
 - Line A added: Subtotal of Items (1-35) and Item 36.
 - Item No. 37 – Changed to Item No. 36. Percentage formula Added.
 - Item No. 38 – Changed to Line B; Quantity change.
 - New Line Item, No. 38: *Percentage Mark up of Pavement Striping.*
 - Line C added: Subtotal of Items (37 – 40)
 - Total Base Bid Amount of \$850,000 is removed.
 - Total Base Bid Amount (A + B + C) added.

BID SCHEDULE – REVISED 8/10/16

PROJECT NUMBER: **151625**

PROJECT NAME: **UTILITY CUT REPAIRS AND CONCRETE WORK FY 2016/2017**

Unit prices shall include all materials, labor, equipment, taxes and incidental costs necessary to complete the work.

PRICING STRUCTURE

GROUP ONE: General Utility Asphalt Repairs					
1	Saw cut and remove asphalt pavement (Up to 3" depth)	SF	25,000		
2.	Saw cut and remove additional depth of asphalt pavement (Additional cost per inch over 3" depth)	SF	12,500		
3.	Installation of new EVAC 12.5 mm AC (Up to 3 inch depth)	SF	2,500		
4.	Installation of new additional depth of EVAC 12.5 mm AC (Additional cost per inch over 3 inch depth)	SF	1,000		
5.	Installation of new EVAC 19.0 mm AC (Up to 3 inch depth)	SF	23,000		
6.	Installation of new additional depth of EVAC 19.0 mm AC (Additional cost per inch over 3 inch depth)	SF	11,000		
7a.	Cold milling/Pavement milling & Asphalt Overlay (EVAC 19.0 mm AC), less than 500 SF.	SF	5,000		
7b.	Cold milling/Pavement milling & Asphalt Overlay (EVAC 19.0 mm AC), greater than 500 SF.	SF	20,000		
GROUP TWO: General Concrete Repairs					
8.	Remove and replace curb and gutter	LF	500		
9.	Remove and replace concrete sidewalk	SF	4,000		
10.	Remove and replace driveway up to 6" depth	SF	500		
11.	Remove and replace additional depth of concrete driveway (Additional cost per inch over 6" depth)	SF	500		
12.	Remove Existing Curb Ramp and Install New Curb Ramp (Mag 235-2). Modify per location as required	SF	1,500		
13.	Remove Existing Curb Ramp and Install New Curb Ramp (Mag 235-3). Modify per location as required	SF	1,500		
14.	Remove misc. slab concrete - up to 6" depth	SF	1,000		
15.	Remove additional depth of misc. concrete slab (Additional cost per inch over 6" depth)	SF	1,000		
16.	New concrete curb & gutter (MAG 220, A, B,C)	LF	640		
17.	New Sidewalk – up to 5" depth	SF	1,040		
18.	New Driveway – up to 6" depth	SF	500		
19.	New Concrete Driveway – additional depth (Additional cost per inch over 6")	SF	500		

BID SCHEDULE – REVISED 8/10/16

PRICING STRUCTURE Continued

20.	Catch Basin Rehab, remove & replace bottom slab. Rebuild per COG detail G-330 and G-331	SF	250		
21.	Catch Basin Rehab, remove & replace top slab/sidewalk. Rebuild per COG detail G-330 and G-331	SF	400		
22.	Drywell Rehab, remove & replace drywell cover	EA	5		
23.	Remove & Replace - Storm drain catch basin Access Panel Bolts (MAG Detail 530)	Per Loc.	15		
MISCELLANEOUS					
24.	Unclassified Excavation	CY	1000		
25.	Tree Root Removal (Over 3" diameter)	Per Loc.	25		
26.	Import ABC	CY	500		
27.	Scarify and Re-compact Existing/imported ABC	SF	2,500		
28.	Re-grout mortar joint where brick pavers are adjacent to existing sidewalk	LF	300		
29.	Brick Paver Repair (reuse existing bricks)	SF	500		
30.	Install ½ Sack ABC/Cement Slurry Mix	CY	100		
31.	Adjust to grade –24-inch Manhole frame and cover (MAG Detail 423-1) using COG Manhole cover detail G-704 (reuse existing ring and cover)	EA	30		
32.	Adjust to grade –30 -inch Manhole frame and cover (MAG Detail 423-2) using COG Manhole cover detail G-704 (reuse existing ring and cover)	EA	30		
33.	Adjust to grade- Valve box and cover (MAG Detail 120-1) (reuse existing box and cover)	EA	10		
34.	Re-install survey monument marker (MAG Detail 120-1)	EA	5		
35.	Remove/obliterate pavement striping	LF	800		
	Sub-Total: Items 1-35 (Group One + Group Two + Miscellaneous)				

BID SCHEDULE – REVISED 8/10/16

36.	Self-Performed Traffic control (Must be less than or equal to 15%) Multiply: (Sub-Total Items 1-35) x %	%	Sub-Total 1-35		
A.	Sub-Total: Items (1-35) + Item 36				
MINIMUM SERVICE CHARGE					
B.	Minimum Charge per Location (Must be less than or equal to \$800)	EA	100		
ALLOWANCE					
37.	Pavement Striping – 4" White or Yellow	Allowance	1	\$20,000	\$20,000
38.	Percentage Mark up of Pavement Striping Allowance (Must be less than or equal to 15%) Multiply: \$20,000 x %	%	\$20,000		
39.	Certified Traffic Control Allowance	Allowance	1	\$60,000	\$60,000
40.	Percentage Mark up of TC Allowance (Must be less than or equal to 15%) Multiply: \$60,000 x %	%	\$60,000		
C.	Sub-Total: Items (37-40)				

Total Base Bid Amount (A + B + C)	
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UNIT PRICES: All unit prices quoted shall be firm and fixed for the specified contract period.

ESTIMATED QUANTITIES: The purpose of the bid schedule is to determine the lowest bidder and establish the unit prices. Actual quantities are measured in the field which may include all, some, none or more than the quantities listed in this bid schedule. The City is not obligated to order or accept more than the City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period. No commitment of any quantity is made under this contract and services are on an as-needed basis. The total bid base amount shall include all fees and costs associated with the work.

CONTRACT AWARD: The contract shall be awarded in the amount of \$850,000.

BID SCHEDULE – REVISED 8/10/16

TYPE OF AWARDS: If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" offers shall be rejected.

MINIMUM PRICE PER SERVICE CALL: Minimum charge for each call out location shall be no greater than \$800 (not including Allowance Items numbers 37 through 40).

- **Special Provisions**

- 7.0
 - Revised 1st Paragraph: **CERTIFIED TRAFFIC CONTROL ALLOWANCE:** *The Bid Schedule includes a sum allowance (bid item no. 39.)*. These allowances are at all times the property of the City and are for the sole purpose of reimbursing the Contractor for Traffic Control, as required or requested by the CITY OF GLENDALE.
- 7.1
 - Revised 1st Paragraph: **SELF-PERFORMED TRAFFIC CONTROL (MUST BE LESS THAN OR EQUAL TO 15%):** *The traffic control bid percentage (%) under bid item number 36.* is allowed if a contractor self-performs traffic control.
- Add 27.15: **PAVEMENT STRIPING ALLOWANCE:** The Bid Schedule includes an allowance for pavement striping under bid item no. 37. These allowances are at all times the property of the City and are for the sole purpose of reimbursing the Contractor for pavement striping, as required or requested by the CITY OF GLENDALE.

Work under this section shall consist of any pavement striping identified by the City Project Inspector and Contractor due to construction activity. All work under this item shall be itemized as per MAG Section 109.5 requirements and deducted from the set amount of \$20,000.00, from bid item number 37 as appropriate. The Contractor shall be compensated for the actual cost of the pavement marking activity plus the contracted percentage mark up from bid item number 38. The Contractor will not be entitled to any additional payment for overhead and profit. All work under this section shall include, but is not limited to, all necessary materials, tools, equipment, layout and labor required to the activity.

Limit for this item is set at \$20,000.00, on the bid form, under item number 37. Pavement Striping – 4" White or Yellow. The contractor is allowed to apply the % markup under item number 38. Percentage Mark up of Pavement Striping Allowance.

THIS ADDENDUM CONSISTS OF SEVEN PAGES

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
Julie K. Bower

CITY ENGINEER
David D. Beard



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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. 151625-UTILITY CUT REPAIRS AND CONCRETE WORK FY2016/2017 (RE-BID)**. The work includes utility cut repairs for roadway and sidewalk areas, and general asphalt and concrete repairs. The City requires the services of a contractor to repair asphalt and concrete after the City has completed utility pipe excavation repairs, and to make general pavement and concrete repairs at various locations throughout the city.

Bids must be received by the Engineering Department of the City of Glendale no later than 4:00p.m., August 16, 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 August 10, 2016, at 9:00a.m., in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. 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 \$10 hard copy or \$5 electronic format (CD) 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: July 28, 2016 and August 4, 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 fifty (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. **SCHEDULE:** 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. The first term of this Agreement shall be October 1, 2016 through June 30, 2017. 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.

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, following the City's fiscal year calendar (July-June). All subsequent terms shall be for one (1)-year periods, renewable at the beginning of each fiscal year. 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.

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. **MANDATORY PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held on August 10, 2016, at 9:00a.m., in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. 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 _____

Date August 16, 2016

Proposal of Gonzalez Asfalt, 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 151625 - UTILITY CUT REPAIRS AND CONCRETE WORK FY2016/2017**, 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.)

BID SCHEDULE – REVISED 8/10/16

PROJECT NUMBER: 151625

PROJECT NAME: UTILITY CUT REPAIRS AND CONCRETE WORK FY 2016/2017

Unit prices shall include all materials, labor, equipment, taxes and incidental costs necessary to complete the work.

PRICING STRUCTURE

GROUP ONE: General Utility Asphalt Repairs					
1	Saw cut and remove asphalt pavement (Up to 3" depth)	SF	25,000	2.75	68,750 -
2.	Saw cut and remove additional depth of asphalt pavement (Additional cost per inch over 3" depth)	SF	12,500	.75	9375 -
3.	Installation of new EVAC 12.5 mm AC (Up to 3 inch depth)	SF	2,500	3.75	9375 -
4.	Installation of new additional depth of EVAC 12.5 mm AC (Additional cost per inch over 3 inch depth)	SF	1,000	.75	750 -
5.	Installation of new EVAC 19.0 mm AC (Up to 3 inch depth)	SF	23,000	3.75	86,250 -
6.	Installation of new additional depth of EVAC 19.0 mm AC (Additional cost per inch over 3 inch depth)	SF	11,000	.75	8250 -
7a.	Cold milling/Pavement milling & Asphalt Overlay (EVAC 19.0 mm AC), less than 500 SF.	SF	5,000	5.25	26250 -
7b.	Cold milling/Pavement milling & Asphalt Overlay (EVAC 19.0 mm AC), greater than 500 SF.	SF	20,000	4.25	85000
GROUP TWO: General Concrete Repairs					
8.	Remove and replace curb and gutter	LF	500	32. ⁰⁰	16,000 -
9.	Remove and replace concrete sidewalk	SF	4,000	6. ⁶⁰	26,400 -
10.	Remove and replace driveway up to 6" depth	SF	500	8. ⁸⁰	4400 -
11.	Remove and replace additional depth of concrete driveway (Additional cost per inch over 6" depth)	SF	500	1. ⁰⁰	500 -
12.	Remove Existing Curb Ramp and Install New Curb Ramp (Mag 235-2). Modify per location as required	SF	1,500	11. ⁰⁰	16500 -
13.	Remove Existing Curb Ramp and Install New Curb Ramp (Mag 235-3). Modify per location as required	SF	1,500	11. ⁰⁰	16500 -
14.	Remove misc. slab concrete - up to 6" depth	SF	1,000	3.05	3050 -
15.	Remove additional depth of misc. concrete slab (Additional cost per inch over 6" depth)	SF	1,000	.75	750 -
16.	New concrete curb & gutter (MAG 220, A, B,C)	LF	640	23.75	15200 -
17.	New Sidewalk – up to 5" depth	SF	1,040	6. ⁴⁰	6656 -
18.	New Driveway – up to 6" depth	SF	500	8. ²⁵	4125 -
19.	New Concrete Driveway – additional depth (Additional cost per inch over 6")	SF	500	.75	375 -

BID SCHEDULE -- REVISED 8/10/16

PRICING STRUCTURE Continued

20.	Catch Basin Rehab, remove & replace bottom slab. Rebuild per COG detail G-330 and G-331	SF	250	15 ⁰⁰	3750 -
21.	Catch Basin Rehab, remove & replace top slab/sidewalk. Rebuild per COG detail G-330 and G-331	SF	400	15 ⁰⁰	6000 -
22.	Drywell Rehab, remove & replace drywell cover	EA	5	410 ⁰⁰	2050 -
23.	Remove & Replace - Storm drain catch basin Access Panel Bolts (MAG Detail 530)	Per Loc.	15	410 ⁰⁰	6150 -
MISCELLANEOUS					
24.	Unclassified Excavation	CY	1000	6 ⁰⁰	6000 -
25.	Tree Root Removal (Over 8" diameter)	Per Loc.	25	500 -	12500 -
26.	Import ABC	CY	500	25 ⁰⁰	12500 -
27.	Scarify and Re-compact Existing/Imported ABC	SF	2,500	1.25	3125 -
28.	Re-grout mortar joint where brick pavers are adjacent to existing sidewalk	LF	300	3 ⁷⁵	1125 -
29.	Brick Paver Repair (reuse existing bricks)	SF	500	6 ⁰⁰	3000 -
30.	Install 1/2 Sack ABC/Cement Slurry Mix	CY	100	120 ⁰⁰	12000 -
31.	Adjust to grade -24-inch Manhole frame and cover (MAG Detail 423-1) using COG Manhole cover detail G-704 (reuse existing ring and cover)	EA	30	410 ⁰⁰	12300 -
32.	Adjust to grade -30-inch Manhole frame and cover (MAG Detail 423-2) using COG Manhole cover detail G-704 (reuse existing ring and cover)	EA	30	410 ⁰⁰	12300 -
33.	Adjust to grade- Valve box and cover (MAG Detail 120-1) (reuse existing box and cover)	EA	10	350 ⁰⁰	3500 -
34.	Re-install survey monument marker (MAG Detail 120-1)	EA	5	500 ⁰⁰	2500 -
35.	Remove/obliterate pavement striping	LF	800	2 ⁰⁰	1600 -
	Sub-Total: Items 1-35 (Group One + Group Two + Miscellaneous)				504,856 -

BID SCHEDULE – REVISED 8/10/16

36.	Self-Performed Traffic control (Must be less than or equal to 15%) Multiply: (Sub-Total Items 1-35) x %	%	Sub-Total 1-35	1%	5048 ⁵⁶
A.	Sub-Total: Items (1-35) + Item 36				509,904.56
MINIMUM SERVICE CHARGE					
B.	Minimum Charge per Location (Must be less than or equal to \$800)	EA	100	\$800 ⁰⁰	80,000 -
ALLOWANCE					
37.	Pavement Striping – 4" White or Yellow	Allowance	1	\$20,000	\$20,000
38.	Percentage Mark up of Pavement Striping Allowance (Must be less than or equal to 15%) Multiply: \$20,000 x %	%	\$20,000	10%	2000 -
39.	Certified Traffic Control Allowance	Allowance	1	\$60,000	\$60,000
40.	Percentage Mark up of TC Allowance (Must be less than or equal to 15%) Multiply: \$60,000 x %	%	\$60,000	10%	6000 -
C.	Sub-Total: Items (37-40)				88,000 -
Total Base Bid Amount (A + B + C)					677,904.56

UNIT PRICES: All unit prices quoted shall be firm and fixed for the specified contract period.

ESTIMATED QUANTITIES: The purpose of the bid schedule is to determine the lowest bidder and establish the unit prices. Actual quantities are measured in the field which may include all, some, none or more than the quantities listed in this bid schedule. The City is not obligated to order or accept more than the City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period. No commitment of any quantity is made under this contract and services are on an as-needed basis. The total bid base amount shall include all fees and costs associated with the work.

CONTRACT AWARD: The contract shall be awarded in the amount of \$850,000.

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.

283318

A-GEN. Engineering

GENZALEZ ASPHALT INC
Contractor

By [Signature]

4543 N. 111th Glendale

PHOENIX AZ 85037
(Complete business address)

Telephone Number: 623 594 2245

Fax Number 623 243 6429

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

1 Addenda noted

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

X Acknowledged by [Signature]

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Gonzalez Asphalt, Inc., an Arizona corporation, authorized to do business in Arizona ("Contractor") as of the 27 day of September, 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.

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.

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 \$850,000, per term 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.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

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. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

10. 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.

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:

Gonzalez Asphalt, Inc.
Attn: Juan Gonzalez
4543 North 111th Glen
Phoenix, Arizona 85037

- (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: Sharletha Johnson, Engineering Project Manager
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 first term of this Agreement shall be October 1, 2016 through June 30, 2017. 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, following the City's fiscal year calendar (July-June). All subsequent terms shall be for one (1)-year periods, renewable at the beginning of each fiscal year. 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. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

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

Gonzalez Asphalt, Inc.,
an Arizona corporation



By: Juan Gonzalez
Its: President

WOMEN-OWNED/MINORITY BUSINESS YES [] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. 100048381
FEDERAL TAXPAYER IDENTIFICATION NO. 20-8083227

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

The work includes utility cut repairs for roadway and sidewalk areas, and general asphalt and concrete repairs. The City requires the services of a contractor to repair asphalt and concrete after the City has completed utility pipe excavation repairs, and to make general pavement and concrete repairs at various locations throughout 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 must not exceed Project \$850,000.00 per term. The contract includes an option to renew for up to four (4) additional terms, at \$850,000.00 per term, for a grand total of \$4,250,000.00.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2016

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 Southwest Risk Management, LLC 2855 East Brown Road, Ste 28 Mesa AZ 85213	CONTACT NAME: Cindy Ennis PHONE (A/C, No, Ext): (480) 924-1200 E-MAIL ADDRESS: certificates@southwestrisk.com	FAX (A/C, No): (480) 924-1211	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Gonzalez Asphalt Inc 4543 N 111th Glen Phoenix AZ 85037	INSURER A: CopperPoint National Insurance Co.	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	13929

COVERAGES **CERTIFICATE NUMBER:** 2016 Master **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y 1016753	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Location: Any and All Projects in Arizona
 5506-STREET OR ROAD CONST: PAV/REPAV; 6325-CONDUIT CONST FOR CABLE/WIRE

CERTIFICATE HOLDER City of Glendale 5850 W 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 Ryan Holt/CENNIS 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2016

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 Professional Insurance Strategies 3655 W. Anthem Way Ste. A109 #283 Anthem AZ 85086		CONTACT NAME: Gary Hanson PHONE (A/C, No, Ext): (602) 481-0161 FAX (A/C, No): (623) 551-6716 E-MAIL ADDRESS: ghanson@proinsgroup.com																						
INSURED Gonzalez Asphalt Inc 4543 N 111Th Gln Phoenix AZ 85037		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: PEERLESS INDEMNITY INSURANCE COMPANY</td> <td>19690</td> </tr> <tr> <td colspan="2">INSURER B: LIBERTY - OHIO SECURITY INS CO</td> <td>24082</td> </tr> <tr> <td colspan="2">INSURER C: MARKEL AMERICAN INSURANCE COMPANY</td> <td>28932</td> </tr> <tr> <td colspan="2">INSURER D: LIBERTY - OHIO SECURITY INS CO</td> <td>24082</td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: PEERLESS INDEMNITY INSURANCE COMPANY		19690	INSURER B: LIBERTY - OHIO SECURITY INS CO		24082	INSURER C: MARKEL AMERICAN INSURANCE COMPANY		28932	INSURER D: LIBERTY - OHIO SECURITY INS CO		24082	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****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							
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU- Included <input checked="" type="checkbox"/> Blanket Additional Insured GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKW56639661	05/07/2016	05/07/2017	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$							
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Auto P <input checked="" type="checkbox"/> UM/UIM						Y	BAS56639661	05/10/2016	05/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 1,000,000.00			
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000										MKLM30LE108002	05/07/2016	05/07/2017	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below													Y / N <input type="checkbox"/> N / A
<input checked="" type="checkbox"/> Commercial Inland Marine	BMO56639661	05/10/2016	05/10/2017	Rented/Leased Equipment: \$250,000 limit / \$1,000 deductible										

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

Certificate Holder is listed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City Of Glendale 5850 W. Glendale Ave., Suite 317 Glendale AZ 85301	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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ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

Project # 151625

Bond No. 764719P

KNOW ALL MEN BY THESE PRESENTS

That, Gonzalez Asphalt, Inc (hereinafter called Principal), as Principal, and Developers Surety and Indemnity Company (hereinafter Surety), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Irvine, CA holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto The City of Glendale (hereinafter Obligee) in the amount of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 27th day of September, 20 16, to construct and complete certain work described as **Project 151625 - Utility Cut Repairs and Concrete Work FY2016/2017**

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 said Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

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

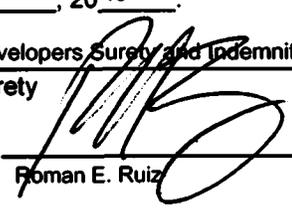
Witness our hands this 28th day of October, 20 16.

Gonzalez Asphalt, Inc
Principal (Seal)

By: _____

Title: _____

Developers Surety and Indemnity Company
Surety (Seal)

By: 
Roman E. Ruiz Attorney-in-Fact

Agency of Record:
DEWCO, LLC
4645 Lakeshore Drive
Tempe, AZ 85282
(480) 897-1154

ARIZONA STATUTORY PAYMENT BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

Project # 151625

Bond No. 764719P

KNOW ALL MEN BY THESE PRESENTS

That, Gonzalez Asphalt, Inc (hereinafter called Principal), as Principal, and Developers Surety and Indemnity Company (hereinafter Surety), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Irvine, CA holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto The City of Glendale (hereinafter Oblige) in the amount of Eight Hundred Fifty Thousand and 00/000 Dollars (\$850,000.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 27th day of September, 20 16, to construct and complete certain work described as

Project 151625 - Utility Cut Repairs and Concrete Work FY2016/2017

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 said Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this above obligation is void. Otherwise it remains in full force and effect.

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

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

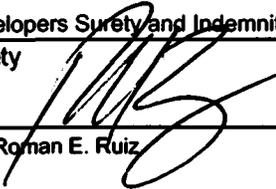
Witness our hands this 28th day of October, 20 16.

Gonzalez Asphalt, Inc
Principal (Seal)

By: _____

Title: _____

Developers Surety and Indemnity Company
Surety (Seal)

By:  _____
Roman E. Ruiz Attorney-in-Fact

Agency of Record:

DEWCO, LLC
4645 Lakeshore Drive
Tempe, AZ 85282
(480) 897-1154

**POWER OF ATTORNEY FOR:
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 18725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Roman E. Rutz, Deborah E. Williams, jointly or severally

to their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

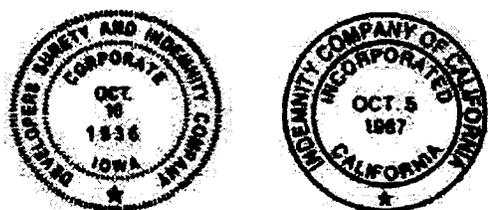
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2006.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so attested and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this October 4th, 2011.

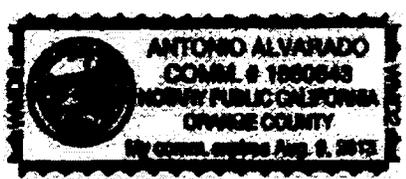
By *David Young*
David Young, Senior Vice-President
By *Steve A. Tvedt*
Steve A. Tvedt, Vice-President



State of California
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David Young and Steve A. Tvedt
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 28th day of October, 2016.

By *Gregg N. Oliver*
Gregg N. Oliver, Assistant Secretary

CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT 151625 - UTILITY CUT REPAIRS AND CONCRETE WORK FY2016/2017

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:

1.1. **GROUP ONE - GENERAL ASPHALT UTILITY CUT REPAIRS:** Work consists of the removal of any base material (ABC) or temporary asphalt material and the placement of a permanent asphalt repair on utility cuts generated by the City at various locations throughout the City.

- a. Sections 27.1 thru 27.7 shall apply to work performed under Group One – General Asphalt Utility Cut Repairs.
- b. Deteriorated or damaged asphalt shall be removed and replaced with permanent asphalt at various locations throughout the City.
- c. Asphalt repair and replacement shall be conducted to ensure the quality of the repair.
- d. Asphalt repair and replacement over 3 inches in thickness shall be paid at an additional cost per inch, at a unit cost per square foot.
- e. Payment shall be made at the contract unit price listed under the Group One – General Asphalt Utility Cut Repairs in the bid schedule and contract. Cost shall include all materials, labor, equipment and incidentals necessary to complete the work.

1.2. **GROUP TWO – GENERAL CONCRETE UTILITY CUT REPAIRS; MISCELLANEOUS ITEMS:** Work consists of minor concrete work to include the removal, replacement and construction of concrete sidewalks, curbs, gutters, valves and manhole adjustments associated with utility cut repairs throughout the City.

- a. Sections 28.1 thru 28.13 shall apply to work performed under Group Two – General Concrete Utility Cut Repairs.
- b. Minor concrete work (unassociated with utility access) includes, but is not limited to the repair of sidewalks, brick paver areas and gout joints, curbs, gutters, ADA ramp improvements and trip hazards throughout the City.
- c. General concrete repair and replacement shall be conducted to ensure the quality of the repair.
- d. Tree root removal with a diameter over three inches shall be quantified per location. Tree root removal with a diameter less than three inches is incidental and work to be performed at no additional cost. All tree root removal shall be performed in accordance to the requirements of MAG Standard Specification, Section 201 – Clearing and Grubbing.
- e. Payment shall be made at the contract unit prices for the items listed under Group Two – General Concrete Utility Cut Repairs and Miscellaneous in the bid schedule and contract. Costs shall include all materials, labor, equipment and incidentals necessary to complete the work.

1.3. **LOCATION OF WORK:** The Contractor will be required to do assigned work on major, collector, and local streets as well as any other locations that require the replacement of asphalt or concrete work, whether a private or public location. The City will have an inspector assigned to each project and designated as the City Project Inspector. The City Project Inspector will inspect and make final approval of work done on a weekly basis. A schedule of work will be agreed upon by the Contractor and the City prior to work beginning. A list detailing the exact street location of each utility cut or repair will be provided to the Contractor before the work is scheduled. Costs shall include all materials, labor, equipment and incidentals necessary to complete the work.

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 site layout and surveying if required. Included in this work shall be all calculations, including but not limited to, elevations, lengths and areas, required for the satisfactory completion of the project in conformance with these Special Provisions. The work shall be done under the direction of an experienced and qualified project superintendent approved by the City Project Inspector or if required by the City Project Inspector, a professional engineer or land surveyor employed by the Contractor. The Contractor shall furnish all equipment, materials and other devices necessary for establishing, checking, marking and maintaining points, lines, grades and layouts.

Throughout the work, the Contractor shall perform all site layout work, including but not limited to, setting all construction stakes. Centerline stakes; offset stakes; reference point stakes; slope stakes; pavement lines, curb lines and grade stakes shall not be set at intervals greater than 25 feet.

When utility adjustments are a part of the work, the Contractor shall perform all layout work and set all control points, stakes and references necessary for carrying out all such adjustments.

The Contractor shall cross-section all fill areas for quantity estimates and as directed by the City Project Inspector. The City Project Inspector may verify the accuracy of same. The City Project Manager shall check all measurements that involve determination of final quantities.

The Contractor shall be responsible for verifying curb and gutter grades before placement of concrete using a steel straightedge, string line or other method approved by the City Project Inspector. The field verification, if requested by the City Project Inspector, shall be performed in his/her presence.

The City Project Inspector reserves the right to make inspections and random checks of the staking and layout. Inspection or acceptance of all or any part of the Contractor's staking and layout by the City Project Inspector does not relieve the Contractor of full responsibility to secure the proper dimensions, grades and elevations of the work.

If, in the City Project Inspector's opinion, the work is not being performed in a manner that will assure proper controls and accuracy, the City Project Inspector will order any or all of the staking and layout work redone at no additional cost to the City. If any portion of the Contractor's staking and layout work is ordered redone and requires additional rechecking by the City Project Inspector, the City shall be reimbursed for all costs for such additional checking. The amount of such costs will be deducted from the Contractor's payment.

The City will provide survey benchmark data only, if requested. Twenty-four (24) hours notice will be required for all requests. The Contractor shall provide surveying for valve boxes, manhole frames and covers, and survey monuments. The Contractor is solely responsible for the protection, tying out and adjusting or replacing of the above mentioned items during the construction operation.

Construction Surveying and Layout shall be considered incidental to the work required and no separate payment will be made for this item.

4. **SUSPENSION OF WORK:** The City 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 manufacturers 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," and these Special Provisions. The following traffic restrictions are minimum requirements throughout the construction period:

6.2. All traffic restrictions listed herein are to supplement the City of Phoenix "Traffic Barricade Manual," and are not intended to delete any part of the manual. All reference in the "Traffic Barricade Manual" 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.

6.3. 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 9:00 a.m., and 4:00 p.m. to 6:00 p.m.

6.4. A travel lane shall be defined as ten (10) feet of roadway with a safe motor vehicle operating speed of twenty-five (25) miles per hour.

6.5. A travel lane will not be considered as satisfactorily 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.

6.6. The Contractor shall provide and maintain all necessary traffic controls, and must provide flashing arrow boards to protect and guide traffic for all work in the construction area.

6.7. 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.

6.8. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

6.9. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.

a. **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.

6.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

6.11. 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 Inspector at least 48 hours in advance for City forces to remove said signs. The Contractor shall be responsible for having all temporary traffic control signs installed and maintained during construction. The Traffic Engineering Division will re-set all traffic and street name signs to permanent locations when notified by the City Project Inspector that construction is complete.

6.12. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

6.13. 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 edge of the intersected right-of-way on all legs of the intersection.

6.14. 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 City Project Inspector at least twenty-four (24) hours in advance.

6.15. 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 City Project Inspector. During construction activities that do not restrict a signalized intersection, police officer hours may be reduced to peak traffic hours or suspended at the direction of the City Project Inspector. 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.

6.16. 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 City Project Inspector. Because the quantity of hours is dependent on the Contractor's schedule of activities, the cost for this item will be administered as a contingency item based on the needs of the project.

6.17. The cost for the off-duty Glendale police officer will be made at the determined net hourly unit rate 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.

6.18. The Contractor shall prepare a traffic control plan for the project and submit it to the City Transportation Director for review and approval at least seven (7) working days before the pre-construction conference. The traffic control plan shall include flashing arrow boards, barricades and signs, and shall address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the City Transportation Director for approval at least seventy-two (72) hours before implementation.

6.19. 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 must obtain approval from the City Transportation Director twenty-four (24) hours prior to implementing a traffic control change. He must provide all the necessary signs to detour traffic and/or flagmen 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. (local time).

6.20. Provide two (2) barricading scenarios with itemized estimated associated costs, if requested by the City Project Inspector.

7. **CERTIFIED TRAFFIC CONTROL ALLOWANCE:** The Bid Schedule includes a sum allowance under Groups One and Two, and Miscellaneous, (bid item no. 39.), and Groups Three and Four (bid item no. 30.). These allowances are at all times the property of the City and are for the sole purpose of reimbursing the Contractor for Traffic Control, as required or requested by the CITY OF GLENDALE.

No Traffic Control anticipated for reimbursement under these Bid Items shall be initiated by the Contractor until the Contractor and the City Project Inspector agree on the scope and cost to perform Traffic Control. The Contractor shall prepare and submit to the City Project Inspector a cost itemization and summary for the required Traffic Control. The City Project Inspector shall review and approve prior to the Contractor proceeding. Any portion of the stated sum not expended remains the property of the City.

Work under this section shall consist of any Traffic Control identified by the City Project Inspector and Contractor due to construction activity. All work under this item shall be itemized as per MAG Section 109.5 requirements and deducted from the set amount of \$60,000.00, from bid item number 39 as appropriate. The Contractor shall be compensated for the actual cost of the Traffic Control plus the contracted percentage mark up from bid item number 40. The Contractor will not be entitled to any additional payment for overhead and profit. All work under this section shall include, but is not limited to, all necessary materials, tools, equipment, layout and labor required to complete each traffic control set-up.

7a. Third-party contractor selected to perform traffic control shall be included in the list of City of Glendale's certified barricade companies.

Payment for all Traffic Control performed on an actual cost basis will not be made until the Contractor has furnished the City Project Inspector, on forms agreed to by the City, duplicate itemized statements of such work detailed as follows:

- (1) Designation, dates, daily hours, total hours, rental rates and extension for each unit of cost associated to Traffic Control operations.
- (2) Quantities of material, prices, extension and transportation cost on a daily basis. These charges shall be substantiated by vendor invoices.

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 \$60,000.00, on the bid form, under item number 39. Certified Traffic Control Allowance per MAG Standard Section 401. The contractor is allowed to apply the % markup under item number 40. Percentage Mark up of TC Allowance under item number per MAG Standard Section 401.

7.1 **TRAFFIC CONTROL (MUST BE LESS THAN OR EQUAL TO 15%):** The traffic control bid percentage (%) under item number 37. is allowed if a contractor self-performs traffic control.

The City Project Inspector and Contractor shall agree on the scope and cost to perform Traffic Control prior to the work being performed. Contractor is required to submit an itemized list of traffic control devices with cost per day prior to the start of any work on this contract. The cost shall include all materials, equipment and labor. The City Project Inspector must approve this list prior to any work on this contract.

Measurement and payment for this item shall be made on an individual basis per location.

Limit for this item is set at \$60,000.00, on the bid form, under item number 39. Certified Traffic Control Allowance.

Payment for Bonds and Insurance premiums will not be considered as a portion of the actual cost for Traffic Control and no additional payment for bonds, insurance premiums, overhead and profit will be authorized.

8. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company maintains energized aerial electrical power lines in the immediate vicinity of all project locations. 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 within the City 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.
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. **WORKFORCE REQUIREMENTS:** The Contractor shall ensure that only skilled work crews shall be employed on projects performed under this contract. When required by the City Project Inspector, the Contractor shall discharge any person who is, in the opinion of the City Project Inspector, 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.
11. **WORK CREW SUPERVISION:** The Contractor shall provide qualified supervision of each crew at all times while working within this Scope of Work. Each supervisor must be able to converse in the English language, and shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards, or are contrary to the intent of these specifications.
12. **SAFETY:** The Contractor shall follow all applicable Occupational Safety and Health Administration (OSHA), industry and local government safety procedures, rules and regulations. The Contractor shall instruct all workers on proper job safety standards and traffic safety requirements.
13. **SANITATION PROVISIONS:** The Contractor shall provide toilet facilities at each area. The associated costs of this requirement shall be considered incidental to the project and no separate payment for this item will be made.
14. **QUALIFYING EQUIPMENT:** The roller used by the Contractor shall be an approved three (3) to five (5) ton vibratory asphalt roller with a minimum frequency of VPM of 4,000 (67Hz). The City reserves the right to review and approve an equipment list for work performed by the Contractor's workforce under this Scope of Work.
15. **OUTDOOR WORK RESTRICTIONS:** The Contractor must abide by City noise ordinances, hours of operation and environmental requirements.
16. **DUST CONTROL AND WATER:** The dust control measures shall be in accordance with the requirements of the "*Maricopa County Health Department Air Pollution Control Regulations,*" namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City has received a copy of the Contractor's Dust Control Permit and Plan.

The cost for dust control and water shall be included in the cost for the construction operation and will be considered incidental to the work. No separate payment will be made for this item.

- 16.1. The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona.
- 16.2. The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project site and streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Project Inspector.
- 16.3. Watering shall conform to the provisions of MAG Standard Specifications, Section 104.1.3.
- 16.4. Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City's Water Services Division at (623) 930-2717. A deposit is required for each meter plus addition installation fees. The cost of the water is at the prevailing rate.
17. **EXCESS MATERIALS:** When excavations are made, resultant loose earth shall be utilized for filling by compacting in place and disposing the excess material off site.
 - 17.1. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor.
 - 17.2. Waste material shall not be placed on private property without written permission of the property owner(s). A copy of permission letter shall be provided to the City project Inspector.
 - 17.3. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use
 - 17.4. Clean-up shall include removal of all excess materials and removal of oversized 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.
18. **SUSPENSION OF WORK:** The City 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.
19. **WEATHER:** If weather conditions are such as to adversely affect the work, the City Project Inspector may cease operations. Shut downs due to weather shall be without compensation to the Contractor, other than to adjust the contract time in accordance with MAG Section 108.
20. **CITY HOLIDAYS:** No work under this Contract will be performed on any day recognized as a legal holiday by the City. No work shall be performed on Saturday or Sunday unless approved by the City Project Inspector.
21. **UTILITIES:** The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility company if damage should occur and shall be responsible for all claims for damage due to their operations.

The Contractor shall notify the City's Water Services Department at least seventy-two (72) hours before the following events: Shutdown of City water, sewer, drainage, and irrigation and traffic control

facilities.

22. **CITIZEN NOTIFICATION:** The Contractor shall notify all residents, apartment managers, and businesses by handbill forty-eight (48) hours in advance of any street restriction that will affect access to their property or place of business and any removal of landscape or irrigation system. The handbill will include the month (non-numeric), dates expected for the restrictions and the City Project Inspector's office phone number.

22.1. For Monday work, the notice shall be distributed the proceeding Thursday. For Tuesday work, the notice may be distributed the proceeding Friday.

22.2. The Contractor will leave a notice at the residence immediately adjacent to the assigned repair. This notice will explain the work being performed for the City and that any complaints should be directed to the Contractor. If the Contractor is unable to resolve the problem, the citizen should be referred to the City Project Inspector.

22.3 The cost for Citizen Notification shall be considered incidental to the work required and no separate payment will be made for this item.

23. **PROTECTION OF PUBLIC AND PRIVATE PROPERTY:** The Contractor shall exercise all necessary caution to protect pedestrian and vehicular traffic, and to protect all public and private property from injury or damage caused by the operations of the Contractor. Any practice obviously hazardous in the opinion of the City shall be immediately discontinued by the Contractor upon receipt of either oral or written notice to discontinue such practice. The Contractor shall comply with all OSHA and other Federal and State safety standards.

24. **NECESSARY WORK DONE BY CITY FORCES:** During the construction of this project, if the Contractor fails to comply with a request of the City Project Inspector or is unable to comply with said request, and it is necessary for City forces to do work that is normally the Contractor's responsibility, the City shall be justified in billing the Contractor. A separate billing shall cover each incident requiring work by City forces.

The amount of each billing shall be either two hundred fifty dollars (\$250.00), or the actual accumulated charges for employees' time, materials, and equipment, whichever is greater. Employees' time will be billed at each individual's hourly rate plus the applicable City overhead rate. Any materials used will be billed at cost. Equipment rates will be based on the most recent schedule of equipment rental rates for force account work, as approved by the Arizona Department of Transportation.

25. **RESTORATION AND CLEANUP:** Any area disturbed by construction or repair of any item, including landscape areas and irrigation systems, shall be restored to its original condition. Cleanup each day shall be required. Daily cleanup will include sweeping streets sidewalks, etc., and hauling off excess materials, trash and rubbish. The site shall be maintained in a safe and orderly fashion. Concrete and asphalt demolition material shall not be left overnight. Concrete areas prepared for removal and replacement shall be cleaned out and poured on the same day, if possible. If not poured on the same day the area(s) shall be plated. Upon completion of the work and before final acceptance, the Contractor shall cleanup all grounds occupied by him in connection with the work including rubbish, trash, signs, barricades (per City Ordinance 01-181), equipment, oil spills, etc. All parts of the work shall be left in a neat and presentable condition. Contractor shall prepare a punch list of repairs and a date of completion, which must be approved by the City Project Inspector before moving to another area or section. Landscape and irrigation systems will be installed in accordance with MAG Standard Specifications, Sections 430 and 440.

26. **GROUP ONE WORK – ASPHALT UTILITY CUT REPAIRS:** Work consists of the repair of asphalt pavement that has been removed because of utility repairs generated by the City. Work shall include all materials, labor, equipment and incidentals necessary to complete the work.

26.1. All asphalt pavement work shall be in accordance with MAG Standard Specifications, Sections 321- Placement and Construction of Asphalt Concrete Pavement, 336 – Pavement

Matching and Surfacing Replacement, 710 – Asphalt Concrete and all other applicable MAG Sections.

- 26.2. Asphalt pavement shall be saw-cut with equipment approved by the City Project Inspector. The trimmed edges shall be painted with a light coating of asphalt cement or emulsified asphalt immediately prior to placement of new asphalt concrete.
- 26.3. Pavement material shall be removed and replaced to a depth equal to the existing pavement section or to a minimum depth of three (3) inches, whichever is greater.
- 26.4. Single lift pavements shall be compacted with a vibratory roller per MAG Standard Specifications. Where deep lift asphalt concrete exists, the base course replacement shall be made in lifts not exceeding 2-1/2 inches in compacted thickness until the finish grade is achieved.
- 26.5. Asphalt concrete used for this Contract shall be approved by the City Project Inspector and comply with asphalt concrete specifications in accordance with MAG Standard Specifications, Section 710. Arterial streets shall use the City's Super Pave Asphalt Mix design as instructed by the City and per City of Glendale Engineering Standards, Section 3.0 Street Design and Construction.
- 26.6. The job site shall be left in a neat and acceptable condition. Excess asphalt, cold mix, soil, ABC, etc., shall be removed from the work areas daily, and legally disposed of by the Contractor.
- 26.7. The Contractor shall measure and record the area of all utility cut repairs (asphalt work) in square feet or square yards, as approved by the City Project Inspector. This shall be provided to the City on a weekly basis. This list shall provide the following information; name of street, address of utility cut, depth, size in square feet or square yards. The City will use this list to check quantities and determine accuracy of quantities for payment.

27. **GROUP TWO - CONCRETE UTILITY CUT REPAIRS AND MISCELLANEOUS:** Work consists of the repair of concrete and utility adjustments do to utility repairs generated by the City. Work shall include all materials, labor, equipment and incidentals necessary to complete the work.

- 27.1. All concrete work and utility adjustments shall be in accordance to the requirements of MAG Standard Specifications, Sections 340 – Concrete Curb, Gutter, Sidewalk, Sidewalk Ramps, Driveways and Alley Entrance, 345 – Adjusting Frames, Covers, Valve Boxes and Water Meter Boxes, 350 – Removal of Existing Improvements, 405 – Monuments, 505 – Concrete Structures, 725 – Portland Cement Concrete, 726 – Concrete Curing Materials, and all other applicable MAG Sections and Standard Details. The work shall consist of removal, replacement and/or adjustments of water valves, manholes, damaged concrete sidewalk, curb and gutter, driveways, alleys, entrances, or other concrete work as approved by the City. The Contractor shall set grades to match existing pavement, curb and gutter, sidewalk, etc.
- 27.2. Curb and gutter shall be constructed per MAG Standard Detail 220. Type C and D curb and gutter shall be constructed to the full ten (10) inch depth even if the existing curb is less.
- 27.3. **REMOVAL OF EXISTING IMPROVEMENTS:** Removal of existing improvements shall conform to the provisions of MAG Standard Specifications.
 - a. Removal of existing curb, gutter, sidewalk, valley gutters, driveways, aprons, asphalt concrete ("AC") pavement and other items shall be in accordance with MAG Standard Specifications, Section 350. Concrete shall be sawcut at match lines and removed per MAG Standard Specifications, Section 601.2.7 – Pavement and Concrete Cutting and Removal.
 - b. Asphalt adjacent to concrete shall be removed for forming purposes to a maximum width of twelve (12) inches from the edge of finished concrete. However, if in the opinion of the City Project Inspector, the edge of the asphalt provides an adequate straight edge to pour

against after the concrete is removed the City Project Inspector may waived this requirement. The Contractor shall BACKFILL with one (1) sack Controlled Low Strength Material ("CLSM") per MAG Standard Specifications, Section 728. The CLSM will be placed to the bottom of the existing pavement or within two (2) inches below finished grade, whichever depth is greater.

- c. The cost of material removal shall be included in the cost for concrete work and shall include all material, labor, equipment and incidentals necessary to complete the work. All concrete shall be replaced within three (3) working days after removal and all asphalt pavement shall be replaced within three (3) working days after concrete work is completed.
 - d. Backfill and compaction of all excavated areas shall be to the densities in accordance with MAG Standard Specifications, Section 301 –Subgrade Preparation. All surplus materials shall be immediately hauled from the job site and disposed of in accordance with MAG Standard Specifications, Section 205 – Roadway Excavation and to an Environmental Protection Agency ("EPA") approved landfill.
 - e. Removal of existing improvements and the preparation of sub-grade shall be considered incidental and no separate payment will be made for these item.
- 27.4. **SUBGRADE PREPARATION:** The subgrade shall be constructed and compacted true to grades and lines per MAG Standard Specifications, Section 301. All soft or unsuitable material shall be removed to the depth of not less than six (6) inches below subgrade elevation and replaced with material approved by City Project Inspector. The preparation of sub-grade shall be considered incidental and no separate payment will be made for this item.
- 27.5. **CONCRETE CURB AND GUTTER:** Concrete curb and gutter shall be in accordance with MAG Standard Specifications and Details. The curb and gutter shall be measured in linear feet complete and in-place, and true to line and grade. Expansion joint material shall be secured in-place before pouring the concrete and shall be considered incidental to the project.
- a. Concrete curb and gutters shall be in accordance with MAG Standard Specifications, Sections 340 and 725.
- 27.6. **CONCRETE SIDEWALK:** Concrete sidewalk and multi-use concrete paths shall be in accordance with MAG Standard Specifications and Details. Expansion joint material shall be secured in place before pouring the concrete and shall be considered incidental to the project.
- a. Concrete shall be Class A, conforming to the applicable requirements of MAG Standard Specifications, Sections 340 and 725.
- 27.7. **CONCRETE VALLEY GUTTERS, DRIVEWAYS AND APRONS:** Concrete valley gutters and aprons, sidewalk ramps, driveways, and alley entrances shall conform to MAG Standard Specifications, Sections 340 and 725, and MAG Standard Details 240, 250, 251, 260, 262 and 263. Expansion joint material shall be secured in place before pouring the concrete and shall be considered incidental to the project.
- 27.8. **PROTECTION OF CONCRETE WORK:** Vehicular traffic across new concrete work shall be restricted for a minimum of three (3) days after placing concrete. A travel lane of a minimum width of twelve (12) feet shall be provided by placing one (1) inch thick steel plates, across the new concrete work and until all work is complete, including the replacement of asphalt pavement. Aprons will be barricaded and roped to channel traffic and restrict pedestrians in accordance to the Phoenix Barricade Manual and in accordance with City Ordinance 01-181. Protection of concrete work shall be considered incidental and no separate payment will be made for this item.
- 27.9. **ADJUST MANHOLE FRAMES AND VALVE BOXES:** Adjustment of manhole frames and covers and valve boxes shall conform to MAG Standard Specifications, Section 345 and 725, and MAG Standard Details 423-1 and 424-1. Adjustment of valve boxes shall conform to

MAG Standard Specifications, Section 345 and 725, and MAG Standard Details 120-1, 391-1 and 391-2. Class AA concrete shall be used for all adjustments of manhole frames and valve boxes.

- 27.10. **REMOVE & REPLACE CATCH BASIN ACCESS PANEL BOLTS:** Storm drain catch basin access panel bolts shall be removed and replaced with, 3/8 – 16 X 1/2 flat head Allen Bolt, made of alloy steel accordance with MAG Standard 530.
- 27.11. **CATCH BASIN REHAB, REMOVE & REPLACE BOTTOM SLAB:** Catch basin bottom slabs shall be rebuilt per COG detail G-330 and G-331. Payment for each catch basin rehab shall be made at the contract unit price listed under the bid item number 20. Measurement of payment for each catch basin slab shall include the width of the catch basin, the wall thicknesses, the specified depth below the catch basin base and the length of the structure to the nearest foot.
- 27.12. **EMERGENCY CONCRETE REPAIR:** The City is requiring that the Contractor be available for emergency repairs. At the request of the City the Contractor shall respond within 24 hours of a call for emergency repair of concrete sidewalk, curb, gutter and asphalt repair work.
- 27.13. **FINISHING AND CURING CONCRETE:** Finishing and curing of concrete shall be in accordance with MAG Standard Specifications, Section 505. All concrete work shall be sprayed with a curing compound or sealed with a material conforming to MAG Standard Specifications, Section 726.
- 27.14. **PAVEMENT STRIPING:** The Contractor shall prepare the pavement surface, layout all striping and pavement markings, and furnish all materials and labor for the installation of pavement markings. All pavement layouts and marking materials shall be approved by the City prior to the start of work. All work shall be performed in accordance with Arizona Department of Transportation (ADOT) Standard Specifications 704.
28. **INSPECTION OF WORK:** Work will be inspected for quality of workmanship & cleanliness. Unacceptable work will be corrected by the Contractor at no additional cost to the City. Correction of unacceptable work shall be accomplished prior to final payment to the Contractor. Correction of unacceptable work shall be accomplished within fourteen (14) calendar days of notification to the Contractor.
29. **MEASUREMENT AND PAYMENT:** Payment for all items in the contract will be measured and made at the unit prices indicated in the Bid Schedule and Contract, and shall be compensation in full for furnishing all materials, labor, tools, equipment and appurtenances necessary to complete the work in a satisfactory manner as specified. If the depth of material to be installed will exceed the depth of material as specified in the Special Provisions and Bid Schedule the Contractor must report this condition to the City Project Inspector prior to proceeding with the work. The Contractor will be allowed to increase the unit cost proportionally. No additional payment will be made for any work unless specifically called for in the Bid Schedule and Contract, or approved by the City Project Inspector prior to proceeding with the work.
30. **PROJECT PHASING:** Approximately one-half (1/2) of the work performed under this Contract will be classified as urgent and will be at various locations within the City. The Contractor will have ten (10) days, after notification by the City, to respond to urgent requests. The remainder of the Contract work will be grouped, whenever possible, by area and will be scheduled by the Contractor with the approval of the City Project Inspector.
31. **DEFACED SURFACES:** When possible, defaced work shall be repaired within the same day as finishing operations and in all cases shall be repaired by the end of the following workday.
32. **DAMAGES TO ADJACENT SIDEWALK, LAWN, ETC.:** The Contractor shall replace or repair adjacent concrete, pavement and/or landscape areas, decorative pavements and walls, sprinkler systems, utilities, cable TV or other property damaged by the Contractor. Work shall be replaced or

repaired by the Contractor to equal or better condition than the pre-existing, at no additional cost to the City.

33. **NON-EMERGENCY BUSINESS SERVICES/WORK:** The contractor has 72 hours to respond for non-emergency work to be performed.

34. **EMERGENCY BUSINESS SERVICES:** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the successful contractor. It is critical to the City that the contractor's emergency contact information remain current. The City Project Inspector shall be contacted by phone and E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

The successful Contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business to the City Project Inspector.

35. **PERMITS AND LICENSES:** The Contractor shall be responsible for determining and securing, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing the required services. Such fees shall be included in and are part of the total BID cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewals. The Contractor will be required to obtain a "no-fee" right-of-way permit when working in City right-of-way. The Contractor is also required to notify and schedule Bluestake when working in City right-of-way.

36. **2-YEAR WARRANTY:** The Contractor shall warranty all work for two (2) years as required in the Construction Agreement, Section 3.6 Warranties. The Contractor shall maintain their insurance policy through the two (2) year warranty period.

37. **EMERGENCY OR NIGHT WORK:** For emergency work or scheduled night work (8:00 pm to 5:00 am) the Contractor may increase unit prices as listed in the Bid Schedule and Contract by 15%. No other increase will be applied for Emergency or Night Work.

*****END OF SPECIAL PROVISIONS*****