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C-8392
03/04/2013

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

PROJECT No. «610032013»

«Oasis Water Treatment Plant Filter Underdrain Repair»

«2-21-2013»



CITY OF GLENDALE

ENGINEERING DEPARTMENT

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

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

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NOTICE TO CONTRACTORS (Not used)

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:** Not used

3. **WITHDRAWAL OF BID:** Not used

4. **LATE BIDS:** Not used

5. **AWARD OR REJECTION OF BIDS:** Not used

6. **BIDDERS INTERESTED IN MORE THAN ONE BID:** Not used

7. **CONTRACT AND BONDS:** The form of contract, which the successful bidder as Contractor will be required to execute is 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.

8. **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.

9. 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.

10. INTERPRETATION OF PLANS AND DOCUMENTS: Not used

11. CHANGES TO PLANS AND DOCUMENTS: Not used

12. ADDENDUM: Not used

13. 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 by the Owner unless such assignment has had prior approval of the Owner and consented thereto in writing.

14. PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER: Not used

15. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within 60 consecutive calendar days from and including the date of receipt of such Notice to Proceed. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

16. 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.

17. PRE-BID CONFERENCE: Not used

18. ALTERNATES: Not used

19. 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

Oasis Water Treatment Plant Filter Underdrain Repair

Project No. «ProjNumber»

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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.

20. 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.

21. 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.

22. 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
Not used

Place _____

Date _____

Proposal of _____, 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 «PROJNUMBER»- «PROJNAME»**, 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 Public Works/Engineering Department, before evaluating the bids, and the lowest of such corrected and checked totals will determine the lowest bids.)

Insert Bid Schedule - Not used

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 the Certificate of Insurance.

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.
ROC068012-A

Sundt Construction, Inc.
Contractor

By 2620 South 55th Street

Tempe, AZ 85282

(Complete business address)

Telephone Number: 480-293-3000

Fax Number 480-629-0241

Bidder shall signify receipt of all Addenda here (if any): Not applicable

Failure to acknowledge receipt of all Addenda shall render the bid proposal non-responsive and will be rejected. Not used

Acknowledged by _____

CONSTRUCTION AGREEMENT
Oasis Water Treatment Plant Filter Underdrain Repair
Project No. «610032013»

This Construction Agreement ("Agreement") is entered into this 4th day of March, 2013, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Sundt Construction, Inc., an Arizona corporation authorized to do business in the State of Arizona ("Contractor").

- A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("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;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby 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 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. If not otherwise stated in Exhibit A, the Project shall be completed no later than April 30, 2013.

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 Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

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

3.4 Coordination; Interaction.

- a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

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

3.6 Warranties. At any time within one year 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.

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 \$48,760.00, as specifically detailed 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. Unless Exhibit B (Compensation) dictates otherwise, 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 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 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 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.

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 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 provision 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. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

10. **Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 et seq., and 35-393 et seq., that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

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

12. Notices.

- 12.1 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.

12.2 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:

Walt Eldridge, Vice President
 Sundt Construction, Inc.
 2620 South 55th Street
 Tempe, AZ 85282

- 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: Craig Johnson, Executive Director
 7070 West Northern Avenue
 Glendale, Arizona 85303

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.

13. 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.

14. Entire Agreement; Survival; Counterparts; Signatures.

- 14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

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

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

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

Craig Johnson P.E.
By: CRAIG JOHNSON
Its: EXECUTIVE DIRECTOR
WATER SERVICES

ATTEST:

[Signature]
City Clerk (SEAL)

APPROVED AS TO FORM:

[Signature]
City Attorney

Sundt Construction Inc.,
an Arizona corporation

[Signature]
By: WALT ELDRIDGE
Its: V.P.

WOMEN-OWNED/MINORITY BUSINESS [] YES NO

**EXHIBIT A CONSTRUCTION
AGREEMENT**

PROJECT

[See attached]

Exhibit A - Project

From: Walt K Eldridge [mailto:Wkeldridge@sundt.com]
Sent: Thursday, February 28, 2013 6:18 AM
To: Huang, Shuangshuang
Cc: Caruso, Mike; Daniel Hageman
Subject: Final Price - Oasis Filters Mods #2 #3 and #5

Shuang,

As discussed we offer herewith our proposal to perform the underdrain modifications in Filters #2, #3 and #5. Scope is as follows,

1. Remove the underdrains from the three remaining filters (one mobilization).
2. Label underdrains and load them on a truck to be shipped to Johnson for refurbishment and any internal media removal. Sundt excludes all trucking/shipping costs.
3. Chip out the grout and remove each seal plate (3 total) and ship as above.
4. Fabricate 3 angle plates.
5. Coordinate sending refurbished seal plate to fabricator to drill additional anchor bolt holes (as done for #1 & 4).
6. Procure Sika and Five Star grout products.
7. Repair concrete cantilevered edge and wet cure as required.
8. Reinstall new angle plate and refurbished seal plate / coatings.
9. Repair / replace anchor rods for underdrain hold-downs as required.
10. Reinstall refurbished underdrains with rotated shims to minimize corrosion.
11. Re-secure underdrains and passage of air pattern test

Clarifications/exclusions relating to this proposal,

- The City will require that Johnson Screens will sign Sundt's standard MCOPI (Manufacturers Certificate of Proper Installation) and MCOPO (Manufacturers Certificate of Proper Operation) forms upon completion of the work.
- We exclude any item not specifically stated in our scope.
- All repairs and or reconditioning of the underdrains will be by Johnson Screens.

Note that our coordination with Johnson Screens is very limited and consists primarily of notifying them when the underdrains are ready to be picked up and to schedule their return and unloading after they have been refurbished. Also note that the completion of this work is based on Johnson Screens expediting the return of the underdrains within the window noted in our schedule. As we have no active agreement with Johnson Screens we have no control over their performance and therefore cannot guarantee a completion date for the system.

Sundt Construction will complete the scope of work noted above for the total price of Forty-Eight Thousand Seven Hundred Sixty Dollars (\$48,760.00).

Please let us know if you have any additional questions or comments.

Regards,



Walt Eldridge, Vice President

2620 South 55th Street

Tempe, AZ 85282

Office: 480-293-3000

Fax: 480-629-0241

Cell 602-228-8525

wkeldridge@sundt.com

**EXHIBIT B CONSTRUCTION
AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

This project includes all services, materials, and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$48,760 00

DETAILED PROJECT COMPENSATION

Total not to exceed: \$48,760 00

EXHIBIT C CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

- 2.5 **Final Decision** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 **Costs**. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
 - 4.1 **Third Party Claims**. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.
 - 4.2 **Liens**. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 **Governmental Actions** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

CITY OF GLENDALE, ARIZONA
WATER SERVICES DEPARTMENT CERTIFICATE OF INSURANCE

The _____
Certifies that the following insurance policies have been issued on behalf of:

Name of Insured _____
Address of Insured _____

Name and Address of Additional Named Insured:

City of Glendale, Arizona
Attention Water Services Dept.
7070 West Northern Avenue
Glendale, Arizona 85303

Type of Insurance	Carrier Name	Policy No	Effective Date	Expiration Date	Minimum Limits of Liability
(1) Workmen's Compensation and Employers Liability					Statutory \$100,000 per occurrence
(2) Commercial General Liability including - Explosion, Collapse & - Underground - Blanket contractual - Personal Injury -Broad Form Property Damage - Products/Completed Operations					\$1,000,000 Each Occurrence Bodily Injury \$500,000 Each Occurrence Property Damage \$2,000,000 annual aggregate products/completed operations
(4) Commercial Auto Liability including owned, non-owned and hired vehicles					1,000,000 Each Occurrence Bodily Injury \$500,000 Each Occurrence Property Damage
(5) Other					Each Occurrence

When the project includes construction of a new, or modification of an existing building **(in addition to the above coverage)** property coverage shall be maintained in the full amount of the contract naming City of Glendale as a loss payee as their interests may appear.

Type of Insurance	Carrier Name	Policy No	Effective Date	Expiration Date	Policy Limit
(6) Fire, extended coverage, vandalism and malicious mischief					

All policies shall remain in effect after until all work has been completed, the City has issued final acceptance and until the time limit for filing against the project has passed. If any policy expires during the life of the

Contract, a renewal Certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to expiration date. Failure of the Contractor to provide renewal certificates or the failure of the City to request renewal of certificates shall not waive the requirement and the City shall retain all rights to coverage as if the policy(ies) had not expired or been non-renewed.

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the City of Glendale.

It is further agreed that:

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Date:

Countersigned by:

Signature

Agency Address

Contact Name: _____

Telephone # _____

CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT No. «610032013» - «PROJ Oasis Water Treatment Plant Filter Underdrain Repair NAME»

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, 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, 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 Power:	Mr. Al Baizel	602-236-0840
Cox Communications:	Mr. Randy Sims	623-694-9593
Cox Communications:	Ms. Suzanne Holzer	623-328-3522

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 is required for pipe having an inside diameter of 12 inches or larger, and in all cases where rock larger than 1-1/2" is encountered in the trench bottom.

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 owner of such property.

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 of Glendale 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 acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved 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 approved 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 approval 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 approved 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 Not used.

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) 915-2689, 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.

END OF SUPPLEMENTAL GENERAL CONDITIONS

SPECIAL PROVISIONS

1. SCOPE OF WORK:

The scope of work includes the following:

- remove the underdrains from the three remaining filters (2, 3, & 5) (one mobilization)
- label underdrains and coordinate with Johnson screens as required to load them on a truck (to be shipped to Johnson Screens for refurbishment and any internal media removal)
- chip out the grout and remove each seal plate (3 total) and ship as above
- fabricate 3 angle plates (identical to ones installed in Filters #1 & 4)
- coordinate with Johnson Screens as required to send refurbished seal plate to fabricator to drill additional anchor bolt holes (as done for Filter #1 & 4)
- procure Sika and Five Star grout products
- repair concrete cantilevered edge and wet cure as required
- reinstall new angle plate and refurbished seal plate / coatings
- repair / replace anchor rods for underdrain hold-downs as required
- coordinate with Johnson screens as required to reinstall refurbished underdrains with rotated shims to minimize corrosion
- re-secure underdrains and pass air pattern test

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 - NOT USED

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

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

6. **TRAFFIC REGULATIONS** – Not applicable for this project

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:

- 6.1.1 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.
- 6.1.2 A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 6:00 a.m. to 8:30 a.m., and 4:00 p.m. to 7:00 p.m.
- 6.1.3 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.
- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two-hundred fifty (250) feet beyond the center of the intersected streets on all legs of the intersection.
- 6.1.7 The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If any signs interfere with construction, the Contractor shall notify the 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 Transportation Department will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete.
- 6.1.8 Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route to at least one of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least twenty-four (24) hours in advance.
- 6.1.9 The Contractor shall be required to provide a uniformed off-duty City of Glendale police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized major intersection or at other locations if it should become necessary in the opinion of the Engineer. During construction activities that do not restrict a major signalized intersection, police officer assisted traffic control is not required. If the Contractor chooses to use a police officer at other locations during peak traffic hours or to assist with his other traffic control operations, the cost shall be included in the lump sum for "Traffic Control" and not paid out of the hours allowed for "Off Duty Glendale Police Officer." All requests for off-duty officers will be made through the Glendale Police Department, Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work.

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

Payment for the off-duty Glendale police officer will be made at the contract unit price bid per hour for OFF DUTY GLENDALE POLICE OFFICER and shall include the net hourly rate of \$35.00 per police officer with a three (3) hour minimum. The net hourly rate shall be increased to include withholding for Federal, State, FICA, Medicare, Workmen's Compensation insurance and any payroll administrative costs.

- 6.1.10 The Contractor shall prepare a traffic control plan for the project and submit it to the City Transportation Director 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.

Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.

- 6.1.11 It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, he 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.

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

8. **WEEKLY NEWSLETTER:** The Contractor shall prepare, subject to the approval of the Engineer, and distribute on a weekly basis by U.S. Mail, a one page newsletter containing a brief description of the work completed during the past week and work expected to be accomplished during the next week. Information such as, but not limited to, detours or hotline telephone numbers shall be included as required. Payment shall be made as a proportionate share of the lump sum as based on original calendar completion date, however, the Contractor shall continue preparation and distribution until one week after the date of substantial completion. The City shall supply the Contractor with a list of names and addresses not to exceed 500. **Not applicable for this project.**

9. **CONCRETE GUTTER WATER TESTING:** The MAG Uniform Standard Specifications, Section 340.3, CONSTRUCTION METHODS, shall be modified as follows: The 1/2 inch referenced in Paragraph 16 beginning, "When required by the Engineer, gutter having a slope of 0.8 foot..." shall be changed to 1/4 inch. **Not applicable for this project.**

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

11. **SOILS REPORT:** The boring logs and soils report for this project are available for review at the City Engineering Office upon request. The boring logs and soils report are provided only as a

courtesy. The logs and soils reports are not incorporated into, or part of, the contract and the City of Glendale makes no warranties, express or implied, as to the accuracy of the information contained therein. The Contractor should not rely on the information contained therein and should perform its own investigation as to the subsurface conditions of the project. The logs and soils reports are not intended, nor should they be relied upon by the Contractor as, a representation of the true soil conditions of the project. If there is a conflict between this provision and any other provision of the contract documents, this provision will prevail. The Contractor will accomplish the project under whatever condition he finds at the contract price. Not applicable for this project

12. AZPDES Permit Requirements - Not applicable for this project

A. This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) Stormwater requirements for construction sites under the Environmental Protection Agency (EPA) General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee, and shall take all necessary measures to assure compliance with the AZPDES General Permit for Arizona as well as all other applicable Federal, State and local laws, ordinances, statutes, rules and regulations pertaining to stormwater discharge. As the permittee, the Contractor is responsible for preparing, in a manner acceptable to the EPA, **ADEQ, and the City of Glendale**, all documents required by this regulation, including but not necessarily limited to:

1. Stormwater Pollution Prevention Plan (SWPPP) for the project, including certification of compliance form. Contractor shall be required to develop, implement, update and revise the SWPPP, as necessary, in order to assure compliance with the ADEQ permit requirements. **All SWPPP revisions must be reviewed by the City of Glendale's Engineering Department prior to implementation.** The SWPPP shall be retained on the project site at all times during construction.

2. Notice of Intent (NOI) to assure compliance with the AZPDES General Permit for Arizona, including certification of signatures.

3. Notice of Termination (NOT) of coverage under AZPDES General Permit for Arizona.

B. Three copies of the SWPPP and the NOI shall be submitted to the City of Glendale during the pre-construction meeting and shall be subject to review by the City prior to implementation.

C. Contractor shall submit the completed and duly signed NOI forms no later than forty-eight (48) hours prior to the **pre-construction meeting** for the project to the following agency:

Arizona Department of Environmental Quality; Surface Water Section/Stormwater
and General Permits Unit
1110 West Washington, 5415A-1
Phoenix, AZ 85007

The contractor may also go online and use the Stormwater SMART NOI System at:

<http://www.az.gov/webapp/noi/main.do>

Failure by the Contractor (or Subcontractors of any tier) to submit NOI's within the mandated time frame shall result in delay of the construction start date, and no claim for extension of time will be granted for such delay. A copy of the completed NOI shall be posted at the construction site.

D. Inspections of all stormwater pollution control devices on the project shall be performed by the Contractor on a monthly basis and following each rainfall of 0.50 inches or more in a 24-hour period at the project site as required under provisions of the AZPDES General Permit for Arizona. Contractor

shall prepare reports on such inspections and retain the reports for a period of three years following the completion of the project. Inspection reports shall be submitted monthly to the City along with progress payment requests. Additionally, Contractor shall maintain all stormwater pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

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

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

F. Upon project completion, acceptance and demobilization, Contractor shall use the SMART NOI web-based service to complete the NOT process and also provide a copy of the NOT to **the City of Glendale** thereby terminating all AZPDES permit coverage for the project. Contractor shall then surrender to the City all inspection information and other documents prepared and maintained by the Contractor in compliance of the AZPDES General Permit. Contractor shall retain the originals of such documents for a period of three (3) years following the completion of the project.

G. Copies of all required forms and guidance for preparing the SWPPP are available at the ADEQ website <http://www.azdeq.gov/environ/water/permits/stormwater.html>.

H. The Lump Sum price for the SWPPP shall include all material, labor, and all other costs relating to the preparation, installation and maintenance of the SWPPP during project construction, including assuring proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. The Lump Sum price for the SWPPP shall be inclusive of all costs, and no additional claims shall be made by Contractor under any other specification provision of these documents, including Change Conditions. Payment for this bid item shall be upon final completion and acceptance of the project, as per Section 109.1.

Payment for AZPDES permit requirements shall be made on the basis of lump sum for all work for **STORMWATER POLLUTION PREVENTION PLAN**. Payment shall include installation of inlet markers, supplied by the City, on all catch basins, scuppers, drywells and elsewhere as directed by the City. Markers shall be installed using a suitable 2-part epoxy as approved by the City.

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

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

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

14. CONSTRUCTION SIGN: The project type to be indicated on the sign shall be «ProjNumber» - «Projname» . See "Construction Sign Detail."

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

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

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

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

END OF SPECIAL PROVISIONS

Jackson, Victoria

From: Huang, Shuangshuang
Sent: Thursday, February 14, 2013 5:54 PM
To: Jackson, Victoria
Cc: Johnson, Craig
Subject: RE: Oasis WTP Filter Underdrain Repair - Special Procurement Request For Approval
Attachments: SpecialPurchaseRequest by Shuang Huang on 2-14-2013.docx

Dear Vicki:

It was nice talking to you today.

Following your suggestions, I have completed the special procurement request for your review and approval. As soon as I receive your approval, I will submit the contract documents to Ross for review and approval.

It is very critical and urgent for the city to repair all remaining filters by mid-April to ensure we can meet the summer peak demand this year. We request to retain Sundt to perform the repair work due to the fact the filter underdrains repair at the Oasis WTP requires special skills, expertise, and extensive experience with this type of unique underdrains to guarantee successful completion. Sundt is very familiar with filter underdrain failure and problems at the Oasis WTP. They have just successfully completed two filter repair at no cost to the city with the same failure which has demonstrated their specialty in fixing the same type of problems, extensive experience in this unique type of underdrains. They are very committed to high quality services and city's tight schedule. Sundt can complete the subject project very efficiently and effectively with a fast track project approach with no learning curves needed to assist the city in meeting the summer peak demand.

Thank you in advance for your help!

I will be out of the office tomorrow. Please call me at 602-377-1602 if you have any questions or need any additional information.

Best regards,

Shuang Huang, P.E. , Sr. Engineer
City of Glendale Water Services Department
☎ Office: (623) 930-4104
☎ Fax: (623) 930-4110
✉ Email: shuang@glendaleaz.com

2/28/13
Vicki discussed w/ Craig J
& then discussed separately
w/ Sherry. Sherry approves given

time constraint [must be done
by mid-April], Sundt exp.
of plant + repair of
underdrains, + need: lots
due to staffing constraints
to bid out quickly + complete
w/in next week or two.

Sherry Schurhammer

2/28/13



Materials Management Special Procurement Purchase Request

Revised 04-04-11

This form is not used for emergency or sole source requests.

REQUESTOR INFORMATION:

Requestor: Shuang Huang	Date: 2-14-2013	Department: Water Services Dept.
Phone Number: 623-930-4104		Fax Number: 623-930-4110

VENDOR INFORMATION:

Vendor Name: Sundt	Vendor Contact: Walt Eldridge
Vendor Address: 2620 South 55th Street	
City, State and Zip Code: Tempe, AZ 85282	
Vendor Phone: 602-228-8525	Vendor Fax: 480-629-0241

SPECIAL PROCUREMENT INFORMATION:

Total Cost of this Order: \$48,760	One time purchase: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Fund #:2400 / Department #: 61003 / Account # 550800	
Description of the product or service requested:	
<p>Sundt will perform the following scope of work:</p> <ul style="list-style-type: none"> • remove the underdrains from the three remaining filters (2, 3, & 5) (one mobilization) • label underdrains and coordinate with Johnson screens as required to load them on a truck (to be shipped to Johnson for refurbishment and any internal media removal) • chip out the grout and remove each seal plate (3 total) and ship as above • fabricate 3 angle plates (identical to ones installed in filters #1 & 4) • coordinate with Johnson Screens as required to send refurbished seal plate to fabricator to drill additional anchor bolt holes (as done for #1 & 4) • procure Sika and Five Star grout products • repair concrete cantilevered edge and wet cure as required • reinstall new angle plate and refurbished seal plate / coatings • repair / replace anchor rods for underdrain hold-downs as required • coordinate with Johnson screens as required to reinstall refurbished underdrains with rotated shims to minimize corrosion • re-secure underdrains and passage of air pattern test 	

JUSTIFICATION:

A Special Procurement Purchase is that the nature of the materials or service:
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Materials Management Special Procurement Purchase Request

Revised 04-04-11

- (1) Presents such limited competition that a competitive bid or proposal process cannot reasonably be used, or
- (2) Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests, or
- (3) Substantially impede the city's administrative functions or the delivery of services to the public, or
- (4) Does not qualify as a sole source or emergency, or
- (5) Has only one provider with the experience and capability to successfully perform the contract; or
- (6) Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence.

JUSTIFICATION:

Provide sufficient detail to justify the use of the special procurement process instead of competitive offers. Lack of detail may result in delays while additional information is obtained. Materials Management will determine the appropriateness of waiving the competitive process on a case by case basis

Justification:

There are five filters at the Oasis Water Treatment Plant (WTP). In September 2011, two filter underdrains failed Sundt offered in-kind contribution and successfully repaired both filter underdrains at no cost to the city utilizing their special repair approach, appropriate and compatible material, and unique construction techniques. On January 31, 2013, the city staff performed underdrain inspection and has found out the repair performed by Sundt is in excellent condition and robust. Recently, the city has experienced failure and operational problems with the three remaining filters. Due to the fact summer peak demand starts around the end of April, it has become very critical and urgent for the city to complete the repair by mid April 2013 in order to meet the summer peak demand.

Filter underdrains repair at the Oasis WTP requires special skills, expertise, and extensive experience with this type of unique underdrains to guarantee successful completion. Sundt was retained to perform the repair work due to the fact that Sundt is very familiar with filter underdrain failure and problems at the Oasis WTP, has successfully completed two filter repair with the same failure which has demonstrated their specialty in fixing the same type of problems, extensive experience in this unique type of underdrains and their commitment to high quality services and tight schedule. Sundt can complete the subject project very efficiently and effectively with a fast track project approach with no learning curves needed to assist the city in meeting the summer peak demand.

REQUESTOR CERTIFICATION:

C:\Documents and Settings\vjackson\Local Settings\Temporary Internet
Files\Content Outlook\ZWVPLLFR\SpecialPurchaseRequest by Shuang Huang on 2-14-2013.docx
rev2/19/2013



Materials Management Special Procurement Purchase Request

Revised 04-04-11

I hereby certify that I have conducted a good faith effort for determining the validity of the special procurement purchase.

Requestor Shuang Huang

Division Administration

Date 2-14-2013

Vehicle Purchase

If this is a request for a vehicle or motorized equipment, a completed and approved Field Operations, New Vehicle & Motorized Equipment Request form must also be attached to the purchase requisition. The form is available on the Materials Management Intranet site.

Technology Purchase

If this is a request for a technology purchase such as software or hardware, a completed and approved Information Technology, Pre-Purchase Technology Review form must also be attached to the purchase requisition. The form is available on the Information Technology Intranet site.

Submittal Instructions– Please complete this document and email the request to the Materials Manager, requesting approval. Attach additional documents, if needed, to support your request.

The subject line of the email is to read:

“Request for approval of a special purchase”

The text of the email is to read:

“Your authorization to proceed with a special purchase is requested. The completed form is attached for your review ”

PREPARER NOTE: When submitting the purchase requisition attach:

- this completed form and
- the email from the Materials Manager approving the purchase and
- the form required if it's a vehicle or technology purchase

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)

KNOW ALL MEN BY THESE PRESENTS THAT Sundt Construction, Inc
(hereinafter "Principal"), as Principal and Fidelity and Deposit Company of Maryland
(hereinafter "Surety", a corporation organized and existing under the laws of the state of Maryland with
its principal offices in the City of Schamburg, IL 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 City of Glendale, 5850 W Glendale Ave, Glendale, AZ 85301 (hereinafter "Obligee"),
in the amount of Forty Eight Thousand Seven Hundred Sixty and 00/100 (\$48,760 00) (Dollars)
,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 February 21, 2013
to construct and complete certain work described as
Oasis WTP Filter Underdrain Repair

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 THE OBLIGATION IS SUCH, that if the 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 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,
conditions and limitations 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 a suit on this bond shall recover as part of the judgment reasonable attorney fees that
may be fixed by a judge of the court

Witness our hands this 4th Day of March 2013

Sundt Construction, Inc
PRINCIPAL SEAL
By [Signature]
Title V.P.

Fidelity and Deposit Company of Maryland
SURETY SEAL
By [Signature]
, Attorney-In-Fact Daniel L Walsh

Lovitt & Touche, Inc
Agency of Record
7202 E Rosewood, Suite 200
Tucson, AZ 85710
Agency Address
[Signature]
Arizona Resident Agent Countersignature
Daniel L Walsh

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)

KNOW ALL MEN BY THESE PRESENTS THAT Sundt Construction, Inc
(hereinafter "Principal"), as Principal and Fidelity and Deposit Company of Maryland
(hereinafter "Surety", a corporation organized and existing under the laws of the state of Maryland with
its principal offices in the City of Schamburg, IL 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 City of Glendale, 5850 W Glendale Ave, Glendale, AZ 85301 (hereinafter "Obligee"),
in the amount of Forty Eight Thousand Seven Hundred Sixty and 00/100 (\$48,760 00) (Dollars)
, 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 February 21, 2013
to construct and complete certain work described as

Oasis WTP Filter Underdrain Repair

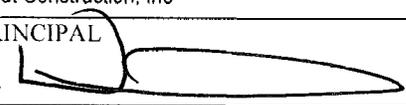
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs
and fulfills all of 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 of 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

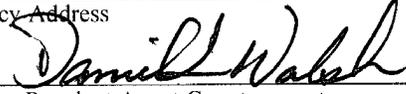
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title
34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent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

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

Witness our hands this 4th Day of March 2013

Sundt Construction, Inc
PRINCIPAL SEAL
By 
Title V.P.

Fidelity and Deposit Company of Maryland
SURETY SEAL
By 
, Attorney-In-Fact Daniel L Walsh

Lovitt & Touche, Inc
Agency of Record
7202 E Rosewood, Suite 200
Tucson, AZ 85710
Agency Address

Arizona Resident Agent Countersignature
Daniel L Walsh

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J MILLS, Vice President, and GERALD F HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Joseph C. DHUEY, Amy D. SCOTT, Tina K. NIERENBERG, Charles A. TOUCHE, Saralyn SEYMOUR, Daniel L. WALSH and Stephanie L. BUCHOLZ**, all of Tucson, Arizona, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md, in their own proper persons. This power of attorney revokes that issued on behalf of Joseph C DHUEY, Amy D SCOTT, Tina K NIERENBERG, Charles A TOUCHE, Saralyn SEYMOUR, Cindy RAMIREZ, Daniel L WALSH, dated December 16, 2009

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of February, A D 2010

ATTEST

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F Haley

William J Mills

By
Gerald F Haley Assistant Secretary *William J Mills* Vice President

State of Maryland }
City of Baltimore } ss

On this 24th day of February, A D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J MILLS, Vice President, and GERALD F HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Maria D Adamski

Maria D Adamski Notary Public
My Commission Expires July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2 The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto ”

CERTIFICATE

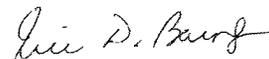
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate, and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990

RESOLVED "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed "

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 4th day of March, 2013



Assistant Secretary



ZURICH

Zurich American Insurance Company
 (A stock company herein called the Company)
 1400 American Lane, Schaumburg, Illinois 60196-1056

CERTIFICATE OF INSURANCE – NEW JOB

CERTIFICATE PERIOD 03/01/2013 to 04/30/2013 **CERTIFICATE NUMBER** CRT 9240942 -00

This Certificate follows terms and conditions of **ZURICH AMERICAN INSURANCE COMPANY** Policy Number MBR971212804

This certificate neither affirmatively nor negatively amends, extends or alters the coverage, limits, terms or conditions of the Master policy unless expressly stated herein

NAMED INSURED (include address)	The Sundt Companies, Inc. 2015 W River Road, Suite 101 Tucson, AZ 85704	PREMIUM \$ 500	ANNUAL	TERM	PER
JOB NUMBER	TBD	Builders Risk	.1000	.0164	\$100
JOB NAME	Glendale Oasis WTP Filter Underdrain Repair	Delay In Completion			\$100
TOTAL PROJECT VALUE	\$48,760	Hot Testing / Month			\$100
START DATE	03/01/2013	Named Storms / Month			\$100
COMPLETION DATE	04/30/2013 ESTIMATED	Earthquake	Included	Included	\$100
TERM PREMIUM	\$500.00 ESTIMATED	Flood	.0100	.0016	\$100
JOB DESCRIPTION (Structural type, size, material, occupancy, etc)	Repair 3 filter under drains at WTP Flood Level 2	Certified Terrorism			\$100
JOB LOCATION (include address)	7070 W Northern Ave Glendale, AZ	Damage To Existing Property			\$100
ADDITIONAL INSUREDS (include address)	City of Glendale 5850 W Glendale Avenue Glendale, AZ 85301	Increases In Sublimits			\$100
MORTGAGEE (include address)		Other			\$100
LOSS PAYEE (include address)	City of Glendale 5850 W Glendale Avenue Glendale, AZ 85301	TOTAL RATE(S)	.1100	.0180	\$100

COVERAGE (Place X in all applicable coverage blocks)	All Risk	Contractor's Wrap Around	Deductible Buy-Back	Hot Testing	Damage To Existing Property
	X				Limited
	Certified Terrorism	Delay In Completion	CA Earthquake (7105)	Fungus Extension	OTHER:

CERTIFICATE NUMBER: CRT 9240942 - 00

Estimated TOTAL PROJECT VALUE* Declared at Policy Inception		
a.	Total value of all Covered Property, LANDSCAPING MATERIALS* , all labor costs that will be expended in the INSURED PROJECT* , site general conditions, construction management fees, and contractor's profit and overhead; plus	\$ 48,760
b.	Total value of all Covered Property not declared in a. above supplied by the project owner(s) or other(s), for which the insured has assumed responsibility and that will become part of the INSURED PROJECT* , plus	\$ 0
c.	Value of existing property to be insured (All Risk Form)	\$ 0
d.	Estimated TOTAL PROJECT VALUE* Declared at Policy Inception (a., b., and c., combined)	\$ 48,760

STANDARD COVERAGE TERMS		
(Coverage shall only apply under this Certificate to those individual Limits, Sub-limits and Aggregate Limits for which a value is entered below)		
LIMIT OF LIABILITY	\$	48,760 Any One OCCURRENCE* During The Certificate Period
SUB-LIMITS OF LIABILITY Sublimits per OCCURRENCE* except Delay In Completion as Certificate Aggregate	a.	\$ 48,760 Physical Damage Coverage to the INSURED PROJECT*
	b.	\$ N/A Delay In Completion (See coverage terms below for specific sublimits)
	c.	\$ 2,000,000 Physical Damage To Property In Transit - Any One Conveyance
	d.	\$ 2,000,000 Physical Damage To Property In Temporary Offsite Locations - Any One Location
	e.	\$ 2,500 Maximum any one item – Trees, Plants and Shrubs
	f.	\$ 500,000 Architects and Engineers Fees
	g.	\$ 1,000,000 Or 20% Of the amount of insured physical loss or damage to property insured, whichever is less - Expediting Expense and Contractor's Extra Expense, combined
	h.	\$ 100,000 Physical Damage To Plans, Blueprints, Drawings, Renderings, Specifications Or Other Contract Documents And Models At The Insured Project
	i.	\$ 500,000 Fire Department Service Charges
	j.	\$ 50,000 Fire Protective Equipment Refills
	k.	\$ 5,000,000 Or 25% Of the amount of insured physical loss or damage to Covered Property, whichever is less - Debris Removal Coverage
	l.	\$ 25,000 Emergency Property Protection Expense – in the Certificate Term
	m.	\$ 25,000 Claims Preparation Costs
	n.	\$ 2,500,000 Ordinance Or Law / Demolition & Increased Cost of Construction
o.	\$ N/A Damage To Existing Property (Limited)	
p.	\$ 250,000 Cleanup & Decontamination Expense (part of Debris Removal in k. above)	
q.	\$ 1,000,000 Fungus Coverage	
ANNUAL AGGREGATES Aggregate limits apply to each annual period within this Certificate beginning on the Certificate inception date	a.	\$ 48,760 By The Peril Of EARTHQUAKE*
	b.	\$ 48,760 By The Peril Of FLOOD*
	c.	\$ N/A By The Peril Of NAMED STORM*
	d.	\$ 48,760 By The Peril Of WATER DAMAGE*
DEDUCTIBLES Deductibles apply per OCCURRENCE* When a dollar amount is shown absent a corresponding percentage (%), then that amount shall be deducted	a.	\$ 10,000 Physical Damage, Except
	b.	\$ N/A Damage to Existing Structure
	c.	\$ 50,000 WATER DAMAGE*
	d.	\$ 100,000 % EARTHQUAKE*
	e.	\$ 100,000 % FLOOD*
	f.	\$ N/A % NAMED STORM*
	g.	\$ N/A HOT TESTING*



ZURICH

Zurich American Insurance Company

(A stock company herein called the Company)
1400 American Lane, Schaumburg, Illinois 60196-1056

CERTIFICATE OF INSURANCE – NEW JOB

CERTIFICATE PERIOD 03/01/2013 to 04/30/2013 **CERTIFICATE NUMBER** CRT 9240942 -00

This Certificate follows terms and conditions of **ZURICH AMERICAN INSURANCE COMPANY** Policy Number MBR971212804

This certificate neither affirmatively nor negatively amends, extends or alters the coverage, limits, terms or conditions of the Master policy unless expressly stated herein

NAMED INSURED (include address)	The Sundt Companies, Inc. 2015 W River Road, Suite 101 Tucson, AZ 85704	PREMIUM \$ 500	ANNUAL	TERM	PER
		Builders Risk	.1000	0164	\$100
		Delay In Completion			\$100
		Hot Testing / Month			\$100
		Named Storms / Month			\$100
JOB NUMBER	TBD	Earthquake	Included	Included	\$100
JOB NAME	<i>Glendale Oasis WTP Filter Underdrain Repair</i>	Flood	0100	0016	\$100
TOTAL PROJECT VALUE	\$48,760	Certified Terrorism			\$100
START DATE	03/01/2013	Damage To Existing Property			\$100
COMPLETION DATE	04/30/2013 <i>ESTIMATED</i>	Increases In Sublimits			\$100
TERM PREMIUM	\$500.00 <i>ESTIMATED</i>	Other			\$100
JOB DESCRIPTION (Structural type, size, material, occupancy, etc)	Repair 3 filter under drains at WTP Flood Level 2				
JOB LOCATION (include address)	7070 W Northern Ave Glendale, AZ				
ADDITIONAL INSUREDS (include address)	City of Glendale 5850 W. Glendale Avenue Glendale, AZ 85301				
MORTGAGEE (include address)					
LOSS PAYEE (include address)	City of Glendale 5850 W Glendale Avenue Glendale, AZ 85301				
COVERAGE (Place X in all applicable coverage blocks)	All Risk	Contractor's Wrap Around	Deductible Buy-Back	Hot Testing	Damage To Existing Property
	X				Limited
	Certified Terrorism	Delay In Completion	CA Earthquake (7105)	Fungus Extension	All Risk
					OTHER

Estimated TOTAL PROJECT VALUE* Declared at Policy Inception		
a.	Total value of all Covered Property, LANDSCAPING MATERIALS* , all labor costs that will be expended in the INSURED PROJECT* , site general conditions, construction management fees, and contractor's profit and overhead; plus	\$ 48,760
b.	Total value of all Covered Property not declared in a. above supplied by the project owner(s) or other(s), for which the insured has assumed responsibility and that will become part of the INSURED PROJECT* ; plus	\$ 0
c.	Value of existing property to be insured (All Risk Form)	\$ 0
d.	Estimated TOTAL PROJECT VALUE* Declared at Policy Inception (a., b., and c., combined)	\$ 48,760

STANDARD COVERAGE TERMS		
(Coverage shall only apply under this Certificate to those individual Limits, Sub-limits and Aggregate Limits for which a value is entered below)		
LIMIT OF LIABILITY	\$	<u>48,760</u> Any One OCCURRENCE* During The Certificate Period
SUB-LIMITS OF LIABILITY Sublimits per OCCURRENCE* except Delay In Completion as Certificate Aggregate	a.	\$ <u>48,760</u> Physical Damage Coverage to the INSURED PROJECT*
	b.	\$ <u>N/A</u> Delay In Completion (See coverage terms below for specific sublimits)
	c.	\$ <u>2,000,000</u> Physical Damage To Property In Transit - Any One Conveyance
	d.	\$ <u>2,000,000</u> Physical Damage To Property In Temporary Offsite Locations - Any One Location
	e.	\$ <u>2,500</u> Maximum any one item – Trees, Plants and Shrubs
	f.	\$ <u>500,000</u> Architects and Engineers Fees
	g.	\$ <u>1,000,000</u> Or 20% Of the amount of insured physical loss or damage to property insured, whichever is less - Expediting Expense and Contractor's Extra Expense, combined
	h.	\$ <u>100,000</u> Physical Damage To Plans, Blueprints, Drawings, Renderings, Specifications Or Other Contract Documents And Models At The Insured Project
	i.	\$ <u>500,000</u> Fire Department Service Charges
	j.	\$ <u>50,000</u> Fire Protective Equipment Refills
	k.	\$ <u>5,000,000</u> Or 25% Of the amount of insured physical loss or damage to Covered Property, whichever is less - Debris Removal Coverage
	l.	\$ <u>25,000</u> Emergency Property Protection Expense – in the Certificate Term
	m.	\$ <u>25,000</u> Claims Preparation Costs
	n.	\$ <u>2,500,000</u> Ordinance Or Law / Demolition & Increased Cost of Construction
o.	\$ <u>N/A</u> Damage To Existing Property (Limited)	
p.	\$ <u>250,000</u> Cleanup & Decontamination Expense (part of Debris Removal in k. above)	
q.	\$ <u>1,000,000</u> Fungus Coverage	
ANNUAL AGGREGATES Aggregate limits apply to each annual period within this Certificate beginning on the Certificate inception date	a.	\$ <u>48,760</u> By The Peril Of EARTHQUAKE*
	b.	\$ <u>48,760</u> By The Peril Of FLOOD*
	c.	\$ <u>N/A</u> By The Peril Of NAMED STORM*
	d.	\$ <u>48,760</u> By The Peril Of WATER DAMAGE*
DEDUCTIBLES Deductibles apply per OCCURRENCE* When a dollar amount is shown absent a corresponding percentage (%), then that amount shall be deducted	a.	\$ <u>10,000</u> Physical Damage, Except
	b.	\$ <u>N/A</u> Damage to Existing Structure
	c.	\$ <u>50,000</u> WATER DAMAGE*
	d.	\$ <u>100,000</u> _____ % EARTHQUAKE*
	e.	\$ <u>100,000</u> _____ % FLOOD*
	f.	\$ <u>N/A</u> _____ % NAMED STORM*
	g.	\$ <u>N/A</u> HOT TESTING*

CERTIFICATE NUMBER: CRT 9240942 - 00

HOT TESTING TERMS

(If an X is entered in the coverage block on page one the following must be provided)

HOT TESTING PERIOD: N/A Days

DELAY IN COMPLETION COVERAGE

(Coverage for Delay In Completion shall only apply under this Certificate when this section is completed in its entirety)

NAMED INSURED & BUSINESS ADDRESS N/A

PERIOD OF INDEMNITY* _____ Calendar Days ANTICIPATED DATE OF COMPLETION* _____
DEDUCTIBLE PERIOD*: _____ Days, unless otherwise shown below
_____ Days – As respects Soft Costs / Additional Expense
_____ Days – As respects peril(s) of

AGGREGATE LIMIT OF LIABILITY

Subject to the individual Aggregate Sub-limits shown below, the maximum Limit of Liability for which the Company shall be liable in the aggregate under this Coverage shall not exceed: \$ _____

CERTIFICATE AGGREGATE SUB-LIMITS OF LIABILITY	a.	\$ _____	Loss Of Gross Earnings
	b.	\$ _____	Loss Of Rental Income
	c.	\$ _____	Additional Interest / Financing Expense
	d.	\$ _____	Soft Costs / Additional Expense

When a Certificate Aggregate Sub-limit is entered for Soft Costs / Additional Expense above, coverage shall be further limited to the individual Certificate Aggregate Sub-limits entered below.

(1) Legal / Accounting Fees	\$ _____	(6) Advertising Expense	\$ _____
(2) Design Professionals Fees	\$ _____	(7) Commission Expense	\$ _____
(3) Realty Taxes / Ground Rents	\$ _____		\$ _____
(4) Insurance Premiums	\$ _____		\$ _____
(5) Project Administration Expense	\$ _____		\$ _____

OTHER COVERAGE TERMS / CONDITIONS

(Identify other terms and conditions below that apply to this Certificate)

N/A = NOT APPLICABLE (NO COVERAGE)

Countersigned at Tucson, AZ

Dated. 3/5/2013

By 

Title PRODUCER