

**CITY CLERK  
ORIGINAL**

**CONTRACT C-8462**

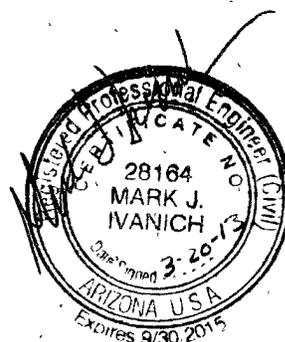
**PROJECT SPECIFICATIONS AND  
CONTRACT DOCUMENTS**

**C-8462  
05/14/2013**

**PROJECT NO. 111203**

**VALLEY UTILITIES DYSART ROAD WATERLINE EXTENSION**

**APRIL 2013**



**CITY OF GLENDALE**

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



## Engineering Department

# Memorandum

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DATE: April 4, 2013  
TO: All Plan and Specification Holders  
FROM: Engineering  
SUBJECT: PROJECT NO. 111203 - VALLEY UTILITIES DYSART ROAD WATERLINE  
EXTENSION

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### ADDENDUM NO. 1

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

1. The pre-bid conference that was held on April 4<sup>th</sup> was not mandatory for bidders.
2. Field lock gaskets will be allowed.
3. There will be no native backfill under any paved areas. One-half sack cement/ABC slurry will be placed from 1 foot above top of pipe to 4" below final pavement grade.
4. Delete all references to City of Glendale's approved asphalt mix design list. The approved mix design list no longer exists. The contractor shall use an arterial asphalt concrete mix that meets the requirements of MAG Sec. 710.

END OF ADDENDUM



# **PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS**

## **MAYOR**

Jerry P. Weiers

## **COUNCIL MEMBERS**

Norma S. Alvarez

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Manuel D. Martinez

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## **ACTING CITY MANAGER**

Horatio Skeete

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Gregory Rodzenko



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NOTICE TO CONTRACTORS

Sealed bids shall be either mailed to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona, 85301, or hand-delivered to the Engineering Department office, third floor, 5850 West Glendale Avenue, Glendale, Arizona, for furnishing all plant, material, equipment and labor, and to complete construction of: **PROJECT NO. 111203 - VALLEY UTILITIES DYSART ROAD WATERLINE EXTENSION**. This project consists of installing 2,596 linear feet of 16" restrained ductile iron waterline pipe, 1,840 linear feet of 16" C-905 PVC waterline pipe, six 16" gate valves, 100 feet of a 30" steel sleeve over the Dysart Drain, a fire hydrant and pavement striping in Dysart Road between Glendale Avenue and Northern Avenue.

Bids must be received by the Engineering Department of the City of Glendale no later than April 11, 2013, at 10:00a.m. Any bid received after that time will not be considered and will be returned to the bidder. At that time, the bids will be publicly opened and read aloud in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona.

A pre-bid conference will be held on April 4, 2013, at 10:00a.m., in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

Plans, specifications and contract documents may be examined, and copies may be obtained at City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona. A non-refundable charge of \$20.00 shall be paid for each set of plans and specifications issued from this office.

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

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

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

CITY OF GLENDALE, ARIZONA

Published: MARCH 21 AND 28, 2013  
The Glendale Star

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thereto in writing.

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

16. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within sixty (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.

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

18. PRE-BID CONFERENCE: A mandatory pre-bid conference will be held on April 4, 2013, at 10:00a.m., in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

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

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

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

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

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering

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

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

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

\*\*\*END OF INFORMATION FOR BIDDERS\*\*\*

PROPOSAL

Place GLENDAL, ARIZONA  
Date APRIL 11, 2013

Proposal of KINKAID CIVIL CONST, a Corporation organized and existing under the laws of  
LL  
the State of Arizona. a partnership consisting of \_\_\_\_\_; or an  
individual trading as \_\_\_\_\_.

TO THE HONORABLE MAYOR AND COUNCIL  
CITY OF GLENDALE  
GLENDAL, 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 111203 - VALLEY UTILITIES DYSART ROAD WATERLINE EXTENSION**, in strict conformity with the plans and specifications for the following unit prices:

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

## BID SCHEDULE

### PROJECT 111203-VALLEY UTILITIES DYSART ROAD WATERLINE EXTENSION

BID ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	ITEM TOTAL
1	CONSTRUCTION SURVEYING & LAYOUT	1	LS	3,500 <sup>00</sup>	3,500 <sup>00</sup>
2	ALLOWANCE FOR CONSTRUCTION CONTINGENCY	1	LS	\$75,000.00	\$75,000.00
3	MOBILIZATION/DEMOBILIZATION	1	LS	32,000 <sup>00</sup>	32,000 <sup>00</sup>
4	TRAFFIC CONTROL	1	LS	14,500 <sup>00</sup>	14,500 <sup>00</sup>
5	REMOVE AND REPLACE CONCRETE DRIVEWAY AND VALLEY GUTTER	190	SF	18 <sup>00</sup>	3,420 <sup>00</sup>
6	REMOVE AND REPLACE EXTRUDED CURB	20	LF	32 <sup>00</sup>	640 <sup>00</sup>
7	REMOVE ASPHALT PAVEMENT (INCLUDES JOINT SELANT)	1950	SY	2 <sup>50</sup>	4,875 <sup>00</sup>
8	REMOVE AND REPLACE ASPHALT DRIVEWAY	37	SY	32 <sup>00</sup>	1,184 <sup>00</sup>
9	REMOVE AND REPLACE FENCE (INCLUDES 4' MAN GATE)	100	LF	22 <sup>00</sup>	2,200 <sup>00</sup>
10	REMOVE AND REPLACE CONCRETE CURB	47	LF	33 <sup>00</sup>	1,551 <sup>00</sup>
11	NEW ASPHALTIC CONCRETE PAVEMENT (5" THICK)	1950	SY	70 <sup>00</sup>	136,500 <sup>00</sup>
12	INSTALL 12" DUCTILE IRON PIPE	48	LF	86 <sup>00</sup>	4,128 <sup>00</sup>
13	INSTALL 16" RESTRAINED DUCTILE IRON PIPE	2596	LF	97 <sup>00</sup>	251,812 <sup>00</sup>
14	INSTALL 30" STEEL CASING COMPLETE (INCLUDES 16" RESTRAINED DIP, SPACERS, EXPANSION JOINT, RUBBER SEALS AND CONCRETE SUPPORTS)	100	LF	364 <sup>00</sup>	36,400 <sup>00</sup>
15	INSTALL 16" PVC PIPE- CLASS C-905, DR 18-235 PSI	1840	LF	65 <sup>00</sup>	119,600
16	INSTALL FIRE HYDRANT PER MAG DET. 360	1	EA	3,700 <sup>00</sup>	3,700 <sup>00</sup>
17	INSTALL 1.5" DIA. WATER SERVICE PER COG STD. DET. G-642	1	EA	2,000 <sup>00</sup>	2,000 <sup>00</sup>
18	INSTALL 2" DIA. WATER SERVICE PER COG STD. DET. G-642	1	EA	3,000 <sup>00</sup>	3,000 <sup>00</sup>
19	INSTALL 12" GATE VALVE, BOX AND COVER	1	EA	2,400 <sup>00</sup>	2,400 <sup>00</sup>
20	INSTALL 16" GATE VALVE, BOX AND COVER	6	EA	5,400 <sup>00</sup>	32,400 <sup>00</sup>
21	INSTALL 6" GATE VALVE, BOX AND COVER	1	EA	1,000 <sup>00</sup>	1,000 <sup>00</sup>
22	INSTALL 16" X 12" REDUCER	1	EA	800 <sup>00</sup>	800 <sup>00</sup>
23	INSTALL 8" X 6" REDUCER	1	EA	350 <sup>00</sup>	350 <sup>00</sup>
24	INSTALL 16" X 8" TEE	1	EA	900 <sup>00</sup>	900 <sup>00</sup>
25	INSTALL 1" AIR RELEASE VALVE	7	EA	2,000 <sup>00</sup>	2,000 <sup>00</sup>
26	4" PAVEMENT MARKING (WHITE THERMOPLASTIC) (0.060")	1800	LF	.45	810 <sup>00</sup>
27	4" PAVEMENT MARKING (YELLOW THERMOPLASTIC)(0.060")	6400	LF	.45	2,880 <sup>00</sup>

28	RAISED PAVEMENT MARKING (TYPE G, CLEAR, 1-WAY)	120	EA	2.50	300.00
29	RAISED PAVEMENT MARKING (TYPE D, TWO WAY YELLOW)	240	EA	2.50	600.00
30	4" WIDE PAVEMENT MARKING (TEMPORARY WHITE PAINT)	500	LF	.45	225.00
31	4" PAVEMENT MARKING (TEMPORARY YELLOW PAINT)	2000	LF	.45	900.00
32	STORM WATER POLLUTION PREVENTION PLAN	1	LS	3,200.00	3,200.00
33	MATERIALS TESTING	1	LS	7,000.00	7,000.00
34	OFF DUTY GLENDALE POLICE OFFICER	40	HR	50.00	2,000.00
TOTAL				\$	765,775.00

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

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

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

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

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

Respectfully submitted,

Arizona Contractor's  
Classification and  
License No.

ROC 275657 - A  
A - GENERAL

Kin Kaid Civil Construction, LLC  
Contractor

By Jeffrey Borum - Member/Manager

4005 E. Palm Street, Ste 104, Mesa AZ 85215  
P.O. Box 20253 Mesa AZ 85277  
(Complete business address)

Telephone Number: 480-646-4438  
Fax Number 480-696-5501

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

1 (ONE)

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

Acknowledged by Jeffrey Borum

### CITY OF GLENDALE

#### Subcontractor Listing and Certification of Contract Compliance

**PROJECT 111203 - VALLEY UTILITIES DYSART ROAD WATERLINE EXTENSION**

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

SUBCONTRACTOR	WORK ELEMENTS	CONTRACT VALUE	DBE(Y/N)*	AGENCY**
VALLO SURVEY GRP	SURVEY	2,850 <sup>00</sup>	Y	ADOT # 1037
C&L ASPHALT	PAVEMENT REPLACEMENT	52,650 <sup>00</sup>	N	
CONCRETE PLACEMENT	CONCRETE WORK	8,730 <sup>00</sup>	N	

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

KINKAID CIVIL CONSTRUCTION  
 Name of Firm

DBE(Y/N)\*: N Agency\*\* \_\_\_\_\_

Jeffrey Borun  
 Signature

Member  
 Title

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

**CONSTRUCTION AGREEMENT**

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Kinkaid Civil Construction, LLC, an Arizona limited liability company ("Contractor") as of the 14 day of May, 2013.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Project.**

- 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

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

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

**1.3 Project Team.**

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

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within sixty (60) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

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

3.4 **Coordination; Interaction.**

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

any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

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

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

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

4. **Compensation for the Project.**

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$765,775.00, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

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

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

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

5. **Billings and Payment.**

5.1 **Applications.**

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

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

5.2 **Payment.**

(A) After a full and complete Payment Application is received, City will process and remit payment within 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 more than \$1,000,000 or the amount of this Agreement, whichever is greater.

**7. Insurance.**

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

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's

liability policy providing at least the minimum benefits required by Arizona law.

- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

**7.2 Sub-contractors.**

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this

*Agreement.*

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

**7.3 Indemnification.**

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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

**8. 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.
- 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. **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 statutes, 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:

Kinkaid Civil Construction, LLC  
Attn: Jeffrie, Borum  
4005 4500 East Palm Street, Suite 106  
Mesa, Arizona 85277

(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: Jim McMains  
5850 West Glendale Avenue  
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

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 provided in Section 1.2. Any inconsistency between any exhibit 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.** In addition to the documents identified and specifically incorporated herein pursuant to Section 1.2, the following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,  
an Arizona municipal corporation

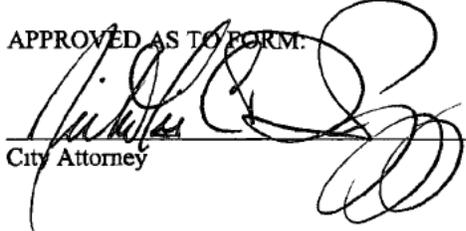


By: Richard Bowers  
Its: Acting City Manager

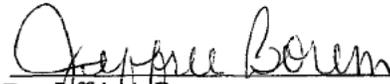
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

KINKAID CIVIL CONSTRUCTION, LLC  
an Arizona limited liability company



By: Jeffrie A. Borum  
Its: Member

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [X] NO  
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. \_\_\_\_\_  
FEDERAL TAXPAYER IDENTIFICATION NO. \_\_\_\_\_



**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

This project shall consist of installing 2,596 linear feet of 16" restrained ductile iron waterline pipe, 1,840 linear feet of 16" C-905 PVC waterline pipe, six 16" gate valves, 100 feet of a 30" steel sleeve over the Dysart Drain, a fire hydrant and pavement striping in Dysart Road between Glendale Avenue and Northern Avenue.

**EXHIBIT B  
CONSTRUCTION AGREEMENT**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By bid, including all services, materials and costs.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$765,775.00.

**DETAILED PROJECT COMPENSATION**

Per Page 9 of the Bid Schedule.

**EXHIBIT C  
CONSTRUCTION AGREEMENT**

**DISPUTE RESOLUTION**

**1. Disputes.**

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

**2. Arbitration.**

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within 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 (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 **Hearing.** The arbitration hearing will be held within 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.

**INDIVIDUAL SURETIES WILL NOT BE ACCEPTED**  
**STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,**  
**CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES**  
**(Penalty of this bond must be 100% of the Contract Amount)**

Bond Number GSM29687

**KNOW ALL MEN BY THESE PRESENTS:**

That Kinkaid Civil Construction LLC (hereinafter called the Principal), as Principal, and  
\*, a corporation organized and existing under the laws of the State of Louisiana with its principal office in the  
City of Metairie, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of  
Glendale, a municipal corporation, (hereinafter called the Obligee), in the amount of  
Seven Hundred Sixty Five Thousand Seven Hundred Seventy Five & 00/100ths Dollars (\$765,775.00), for the  
payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the 14th day of  
May, 20 13, to construct **PROJECT 111203 - VALLEY UTILITIES DYSART ROAD WATERLINE**  
**EXTENSION**, which contract is hereby referred to and made a part hereof as fully and to the same extent as  
if copied at length herein.

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

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

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

Witness our hands this 24th day of July, 2013.

Kinkaid Civil Construction LLC

Principal Seal

By Jeffrey Borum

\*The Gray Casualty & Surety Company

Surety Seal

Cindy K. Mullooly  
Agency of Record Cindy K. Mullooly, Attorney-In-Fact

Construction Risk Partners, Inc.  
4500 S. Lakeshore Drive, #575, Tempe, AZ 85282

Agency Address

Telephone Number: (480) 998-3000

**INDIVIDUAL SURETIES WILL NOT BE ACCEPTED**  
**STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,**  
**CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES**  
**(Penalty of this bond must be 100% of the Contract Amount)**

Bond Number GSM29687

**KNOW ALL MEN BY THESE PRESENTS:**

That, Kinkaid Civil Construction LLC (hereinafter called the Principal), as Principal, and  
\*, a corporation organized and existing under the laws of the State of Louisiana with its principal  
office in the City of Metairie, (hereinafter called the Surety), as Surety, are held and firmly  
bound unto the City of Glendale, a municipal corporation, (hereinafter called the Obligee), in the  
amount of \*\* Dollars (\$765,775.00), for the payment whereof, the said Principal and  
Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally,  
firmly by these presents. \*\* Seven Hundred Sixty Five Thousand Seven Hundred Seventy Five & 00/100ths

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the  
14th day of May, 2013, to construct PROJECT 111203 - VALLEY UTILITIES DYSART  
ROAD WATERLINE EXTENSION which contract is hereby referred to and made a part hereof  
as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this 24th day of July, 2013.

Kinkaid Civil Construction LLC

Principal

Seal

By Jeffrey Borum

\*The Gray Casualty & Surety Company

Surety

Seal

Cindy K. Mullooly  
Agency of Record Cindy K. Mullooly, Attorney-In-Fact

Agency

Address

Construction Risk Partners, Inc.  
4500 S Lakeshore Drive, #575, Tempe, AZ 85282

Telephone (480) 998-3000

**GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Ted H. Rarrick, Cindy K. Mullooly and Sharon L. Wiebelhaus of Tempe Arizona jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000 This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011



By.

*Michael T Gray*

Michael T Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest.

*Mark S Manguno*

Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss.

Parish of Jefferson

On this 12<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies



*Lisa S Millar*

Lisa S Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

*24th* day of *July*, 2013.



*Mark S Manguno*

Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company

# STATE OF ARIZONA

## DEPARTMENT OF INSURANCE

### CERTIFICATE OF AUTHORITY

I, CHRISTINA URIAS, Director of Insurance of the State of Arizona, do hereby certify that:

#### THE GRAY CASUALTY & SURETY COMPANY

Domiciled in Louisiana

NAIC NO: 10671

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

#### CASUALTY WITH WORKERS' COMPENSATION SURETY

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is July 3, 2007.



Christina Urias  
Director of Insurance

E146 (1/03)

282702

0003886

**STATE  
OF  
ARIZONA**

**DEPARTMENT OF INSURANCE**

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

HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT

FOR THE DIRECTOR OF INSURANCE THIS 19 JUNE 2012.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

CERTIFICATE No.:

282702





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS GENERAL LIABILITY ULTRA ENDORSEMENT

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

### SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A	Miscellaneous Additional Insureds	Included
B	Aggregate Limits Of Insurance For Construction Projects:	
	1. Single Construction Project Aggregate Limit (Away From Premises)	Equal to General Aggregate Limit
	2. Cap For All Damages From All Ongoing Construction Projects	\$5,000,000
C.	Expected Or Intended Injury Or Damage	Included
D.	Joint Venture / Partnership / Limited Liability Company Coverage	Included
E	Knowledge Of Occurrence	Included
F.	Legal Liability - Damage To Premises Rented To You (Fire, Lightning, Explosion, or Leakage From Automatic Fire Protective Systems)	\$300,000
G.	Medical Payments	\$10,000
H.	Mobile Equipment Redefined	Included
I.	Newly Formed Or Acquired Organizations - Extended Period Of Coverage	Included
J.	Non-Owned Watercraft (Increased to maximum length of less than)	51 feet
K	Supplementary Payments - Increased Limits	
	1. Bail Bonds	\$3,000
	2. Loss Of Earnings	\$1,000
L.	Unintentional Omission In Disclosure	Included
M.	Waiver Of Subrogation	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

**A. MISCELLANEOUS ADDITIONAL INSURED**

**Section II - Who Is An Insured** is amended to include as an insured any person or organization (referred to as additional insured below) described in Paragraphs **A.3.a.** through **A.3.d.** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that

1. The written contract or written agreement is
  - (a) Currently in effect or becoming effective during the term of this policy; and
  - (b) Fully executed by you and the additional insured prior to the bodily injury, property damage, or personal and advertising injury.
2. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part
3. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

**a. Managers or Lessors of Premises**

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

This insurance does not apply to:

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

**b. Lessor Of Equipment**

Any person or organization from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization

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

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Controlling Interest**

Any person(s) or organization(s) with a controlling interest in the Named Insured, but only with respect to their liability arising out of :

1. Their financial control of the Named Insured; or
2. Premises they own, maintain or control while the Named Insured leases or occupies these premises.

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



**d. Owners Or Contractors For Whom You Are Performing Ongoing Operations**

1. Any person or organization for whom you are performing operations but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by.

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured

A person's or organization's status as an additional insured under this provision ends when your operations for that additional insured are completed.

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

This insurance does not apply to

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including

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

- b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to coverage provided by this provision **A. Miscellaneous Additional Insureds**, the following additional provisions also apply:

- (1) Any insurance provided to an additional insured designated under Paragraphs **A.3.a** through **A.3.d** above does not apply
- (a) To "bodily injury" or "property damage" included within the products-completed operations hazard; or

- (b) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- (2) Paragraph **4.b. of Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**b. Excess Insurance**

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis that is available to the additional insured unless you and the additional insured have specifically agreed in writing that this insurance be primary. Then we will treat any other insurance maintained by the additional insured for injury or damage covered by provision **A. Miscellaneous Additional Insureds**, except such other insurance as noted in Paragraph **b.(1)(b)**. below, as excess to this insurance.

If specifically required by such written contract or written agreement, we will not seek contribution from any other liability insurance available to the additional insured for injury or damage covered by provision **A. Miscellaneous Additional Insureds**, except for such other insurance as noted in Paragraph **b.(1)(b)** below.

- (b) Any other primary liability insurance available to the additional insured for damages arising out of premises or ongoing operations for which such person or organization has been added as an additional insured by attachment of an endorsement
- (2) When this insurance is excess, we will have no duty under **Section I Coverage A Bodily Injury And Property Damage Liability** or **Coverage B Personal And Advertising Injury Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy or coverage part.

**B. AGGREGATE LIMITS OF INSURANCE FOR CONSTRUCTION PROJECTS**

- 1. For all sums which the insured becomes legally obligated to pay as damages caused by occurrences under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at construction projects away from premises owned by or rented to the insured:
  - a. The most we will pay will be capped at **\$5,000,000**, regardless of the number of:
    - (1) "Occurrences";
    - (2) Insureds,
    - (3) Claims made or "suits" brought;
    - (4) Persons or organizations making claims or bringing suits, or
    - (5) Separate construction projects.
  - b. Subject to Paragraph B.1.a. above:
    - (1) A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations

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

2. The limit shown in Paragraph 1.d. for loss of earnings because of time off work is changed from \$250 a day to \$1,000 a day.

→ **M. WAIVER OF SUBROGATION**

**L. UNINTENTIONAL OMISSION IN DISCLOSURE**

The following provision is added to Paragraph 6. **Representations of Section IV - Commercial General Liability Conditions:**

However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

**Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions** is amended by the addition of the following

Notwithstanding anything to the contrary in previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work included in the "products-completed operations hazard", if

- a. Such operations or work were done under a written contract or written agreement between you and such person or organization that contained a provision requiring such waiver; and
- b. Such written contract or written agreement was.
  - (1) Made prior to the covered injury or damage; and
  - (2) In effect at the time of the covered injury or damage.

This waiver applies only with respect to such person or organization.

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

**ADDITIONAL INSURED - COMPLETED OPERATIONS -  
AUTOMATIC STATUS WHEN REQUIRED IN  
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who is An Insured** is amended to include as an additional insured any person or organization, including any person or organization shown in the schedule above when:

1. You and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy for "your work"; and
2. Such written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" specifically caused, in whole or in part, by "your work" at the project designated and described in the written contract or written agreement performed for that additional insured and included in the "products-completed operations hazard"

**B.** The insurance afforded to the additional insured by this endorsement is further limited as follows:

1. The Limits of Insurance applicable to the additional insured are the lesser of
  - a. Those specified in the written contract or written agreement; or
  - b. Those shown in the General Liability Declarations of the policy or coverage part to which this endorsement is attached.

These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the General Liability Declarations of this policy or coverage part.

2. The insurance afforded by this endorsement does not apply to any person or organization who has been specifically scheduled as an additional insured with respect to damages arising out of products and/or completed operations by attachment of an endorsement issued by us and made a part of this policy or coverage part.

However, this exclusion only applies with respect to "your work" performed for such person or organization at the location(s) scheduled or otherwise designated and described in such separate endorsement.

- C.** With respect to the insurance afforded to the additional insured by this endorsement, the following additional exclusions apply,

This insurance does not apply to "bodily injury" or "property damage" arising out of:

1. Having rendered or having failed to render any professional services, including, but not limited to:
  - a. The preparation, approval or the failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering services.
2. "Your work" on a project at a location for which a consolidated (wrap-up) program (also known as an owner controlled insurance program) has been provided by the prime contractor/project manager or owner of such construction project. This exclusion applies whether or not the consolidated (wrap-up) program remains in effect.

3. "Your work" on a project where "your work" was completed prior to the effective date of this policy, unless the written contract or written agreement includes a specific time requirement with respect to completed operations coverage to be provided by you for the additional insured for "bodily injury" or "property damage" occurring during the policy period.
  4. "Your work" on a project where the duration of the additional insured coverage requirement in the written contract or written agreement with respect to "your work" had expired by the time that the injury or damage first occurred
  5. "Your work" on a project where "your work" on such project was completed more than thirty-six (36) months prior to the effective date of this policy
- D. In no event will any coverage provided under this endorsement extend beyond:
1. The period of time required for the additional insured coverage by the written contract or written agreement;
  2. The effective date of any deletion of, any removal of, or any non-continuance of, this additional insured endorsement from this policy; or
  3. Any termination date of this policy;
- whichever is less.
- E. With respect to the insurance afforded by this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:
1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
    - e. If claim is made or "suit" is brought against the additional insured under this endorsement, the additional insured must:
      - (1) Notify us of a claim or "suit" as soon as practicable.  
The additional insured must also give us written notice of the claim or "suit" under this insurance, including the specifics of the "occurrence" or "suit" and the date it was received, as soon as practicable
      - (2) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
      - (3) Give written notice of such claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement.
        - (a) Such notice shall demand the full coverage available under that other insurance; and
        - (b) The additional insured shall not take any action to waive or limit such other coverage available to it.
      - (4) Agree to make available any other insurance which the additional insured has for a loss we cover under this endorsement
- f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured

2. Paragraph 4.b. of the **Other Insurance** Condition is deleted and replaced with the following:

4. **Other Insurance**

b. **Excess Insurance**

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you and the additional insured have agreed in writing in a contract or agreement that this insurance be primary to the additional insured's own coverage. Where required by such written contract or agreement, we will treat any other primary liability insurance available to that additional insured for products/completed operations with respect to "your work" for that person or organization as "non-contributory" to this insurance. However, this insurance, in all cases, will be excess over any other insurance to which that person or organization has been added as an additional insured by endorsement for products/completed operations.

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

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

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

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

F. For the purposes of this endorsement:

1. The definition of "insured contract" is changed by replacing paragraph f. of that definition with the following:

"Insured contract" means:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is specifically caused, in whole or in part, by "your work" and included in the "products-completed operations hazard". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph f.(2) above and supervisory, inspection, architectural or engineering activities.
2. "Non-contributory" means that other insurance available to the additional insured will apply as excess and will not contribute as primary to the insurance provided by this endorsement.
3. "Your work" will be deemed completed as set forth in the definition of the "products-completed operations hazard" in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

### SUMMARY OF COVERAGE EXTENSIONS

Para-graph No.	Name Of Extension	Limit or Included
A	Additional "Insured" By Contract Or Agreement	Included
B	Airbags Coverage Extension	Included
C.	Electronic Equipment Coverage Extension	\$1,000
D.	Employees As Insureds	Included
E	Employee Hired Autos	Included
F.	Hired Auto Physical Damage Coverage (Limited)	\$50,000
G.	Knowledge Of Accident, Claim, Suit, Or Loss	Included
H	Limited Fellow Employee Coverage	Included
I	Limited Loan/Lease Gap Coverage	\$1,500
J.	Limited Rental Reimbursement Coverage	45 Days
	Sublimits: 1 \$50 Maximum Per Day - Private Passenger Auto	
	2. \$75 Maximum Per Day - Other Than Private Passenger Auto	
	3 \$2,250 Maximum Per Covered Loss	
K	Newly Formed Or Acquired Organizations	Included
L.	Supplementary Payments - Increased Limits:	
	1. Bail Bonds	\$3,000
	2. Loss Of Earnings (Per Day)	\$1,000
M.	Towing And Labor Coverage Extension	\$75
N	Waiver Of Subrogation By Contract Or Agreement	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

→ **A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**

With respect to **Section II - Liability Coverage, Paragraph A.1. Who Is an Insured** is amended to include as an additional insured any person or organization for covered "autos" (other than the owner or anyone else from whom you hire or borrow a covered "auto") when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The insurance provided to such additional insured is subject to the following additional provisions:

1. Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" specifically caused, in whole or in part, by the operation or use of a covered "auto" by a person for whom Liability Coverage is provided under this policy or coverage part, and then only to the extent of that liability.
2. Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization
3. Such written contract or agreement must be executed prior to, and be in effect at the time of, the covered "bodily injury" or "property damage".
4. **Paragraph H. "Insured Contract"** contained in **Section V - Definitions** is changed to add sub-paragraph d. to the end of that definition, as follows:  
An "insured contract" does not include that part of any contract or agreement:
  - d. That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" specifically caused, in whole or in part, by your operation or use of a covered "auto".
5. **Paragraph A.1. Who Is An Insured** contained in **Section II - Liability Insurance**, is amended to delete sub-paragraph c

**B. AIRBAGS COVERAGE EXTENSION**

**Exclusion B.3.a.** contained in **Section III - Physical Damage Coverage** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible

insurance or warranty specifically designed to provide coverage

**C. ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

The following is added to **Paragraph A.4. Coverage Extensions** contained in **Section III - Physical Damage Coverage**:

Physical Damage Coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound, subject to the following additional provisions:

1. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "auto"
2. Coverage also applies to antennas and other accessories necessary for the use of the electronic equipment described in paragraph C.1. above. However, this does not include tapes, records or discs
3. The most we will pay for all "loss" to such audio, visual or data electronic equipment and any accessories used with that equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen electronic equipment and/or its accessories as of the time of the "loss";
  - b. The cost of repairing or replacing the damaged or stolen electronic equipment and/or its accessories with other equipment or accessories of like kind and quality; or
  - c. \$1,000

The insurance afforded by this provision does not apply to any equipment for which Audio, Visual, and Data Electronic Coverage, or any similar or equivalent coverage, has been provided by a separate endorsement issued by us and made a part of this coverage part or policy.

**D. EMPLOYEES AS INSURED**

The following is added to the **Section II - Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

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

However, the insurance provided by this provision, **D. Employees As Insureds**, does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

#### **E. EMPLOYEE HIRED AUTOS**

##### **1. Changes In Liability Coverage**

The following is added to the **Who Is An Insured** Provision:

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

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

##### **2. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

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

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, with respect to this provision, none of the following are covered "autos":

- (1) Any "auto" that is leased, hired, rented or borrowed with a driver;
- (2) "Mobile equipment"; or
- (3) Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged

3. Any insurance provided by this provision **E. Employee Hired Autos** does not apply if separate Employees Hired Autos coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

#### **F. HIRED AUTO PHYSICAL DAMAGE COVERAGE (LIMITED)**

If hired "autos" are covered "autos" for Liability Coverage in this policy or coverage part, then

such Physical Damage coverage that is provided in this policy or coverage part for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

1. This Hired Auto Physical Damage extension does not apply to:

- a. Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
- b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or
- c. Any other "auto" you lease, hire, rent, or borrow:
  - (1) For a period of more than 30 days; or
  - (2) With a driver

##### **2. Coverage**

The Physical Damage coverage provided will be:

- (a) With respect to Other Than Collision coverage:
  - (1) Comprehensive Coverage if any covered "auto" owned by you has this coverage under this policy or coverage part; or,
  - (2) Specified Causes Of Loss Coverage if, under this coverage part or policy, any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
- (b) Collision Coverage if any covered "auto" owned by you has this coverage under this policy or coverage part

##### **3. Limit Of Insurance**

The most we will pay in any one "loss" will be the lesser of:

- a. The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
- b. The cost to repair or replace the damaged or stolen "auto" with other property of like kind and quality; or
- c. \$50,000, except that such amount will be reduced by a deductible as determined by paragraph F.4. below.

##### **4. Deductible**

Our obligation to pay for, repair, return or replace such covered hired "auto" will be reduced by a deductible for each coverage afforded under **F.2.(a)** and **F.2.(b)** above

equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

#### 5. Loss Of Use

For any "auto" which is a covered "auto" under this extension **F. Hired Auto Physical Damage Coverage**, and subject to the coverages provided under paragraph **F.2.** Coverage above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:

- a. Such "auto" is leased or rented under a written rental contract or agreement;
- b. Such loss of use is a consequence of a "loss" covered under this extension **F. Hired Auto Physical Damage Coverage**:
  - (1) For which an "insured" is legally responsible; and
  - (2) As a result of which the leasing or rental entity sustains a monetary loss;
- c. The most we will pay for any expenses for loss of use is \$300 per day, subject to a maximum of \$2,100; and
- d. Coverage Extension **4.b., Loss Of Use**, contained in **Section III - Physical Damage Coverage**, in the Business Auto Coverage Form, does not apply.

#### 6. Other Insurance

Coverage under this extension **F. Hired Auto Physical Damage Coverage (Limited)** will be excess over any other valid and collectible insurance available to the "insured", except that no coverage will be afforded if any physical damage coverage is provided for hired "autos" under **Item Four - Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums** in the **Business Auto Declarations** in this policy or coverage part (or which would have been provided except for the application of an exclusion).

#### G. KNOWLEDGE OF ACCIDENT, CLAIM, SUIT, OR LOSS

Sub-paragraph **a.** contained in Paragraph **A.2. Duties In The Event Of Accident, Claim, Suit or Loss**, of **Section IV - Business Auto Conditions** is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" only when the "accident", claim, "suit" or "loss" is known to:
  1. You, if you are an individual;
  2. A partner, if you are a partnership;

3. A manager, if you are a limited liability company; or

4. An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company

Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses

#### H. LIMITED FELLOW EMPLOYEE COVERAGE

The **Fellow Employee Exclusion**, Paragraph **B.5.**, contained in **Section II - Liability Coverage** is replaced by the following:

##### 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

Such coverage is excess over any other collectible insurance, and the **Other Insurance** provision, **B.5.**, under **Section IV - Business Auto Conditions** is changed accordingly

Any insurance provided by this provision **H. Limited Fellow Employee Coverage** does not apply if separate Fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

#### I. LIMITED LOAN/LEASE GAP COVERAGE

**Coverage Extensions**, paragraph **A.4.**, contained in **Section III - Physical Damage Coverage** is amended to add the following:

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

1. We will only pay the lesser of:
  - a. The sum of such unpaid amount, less

- (1) The amount paid under the Physical Damage Coverage Section of the policy or coverage part; and
  - (2) Any:
    - (a) Overdue loan/lease payments at the time of the "loss";
    - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - (c) Security deposits not returned by the Lessor;
    - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (e) Carry-over balances from previous loans or leases; or
- b. \$1,500.
2. This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
  3. The insurance afforded for **Limited Loan/Lease Gap Coverage** in this extension endorsement does not apply if separate **Loan/Lease Gap Coverage** is afforded for such covered "auto" in an endorsement issued by us and made a part of this policy or coverage part.

**J. LIMITED RENTAL REIMBURSEMENT COVERAGE**

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in this Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads. However, "auto" does not include:
  - a. "Mobile equipment"; or
  - b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged

2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to this coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto"; or
  - b. 45 days
5. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred
  - b. (i) \$50 per day for a "private passenger auto" or a "light truck";
  - (ii) \$75 per day for other than a "private passenger auto" or a "light truck", subject to a maximum of \$2,250.
6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
7. The **Transportation Expenses Coverage Extension**, Paragraph A.4.a., contained in **Section III - Physical Damage Coverage**, does not apply and is entirely deleted.
8. The insurance afforded for Limited Rental Reimbursement Coverage in this extension endorsement does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made a part of this policy or coverage part
9. As used in this coverage:
  - a. "Private passenger auto" means a four-wheel auto of the private passenger or station wagon type; and
  - b. "Light truck" means a pick-up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less. Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

**K. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

The Named Insured shown in the Declarations is amended to include any organization you newly form or acquire, other than

- (i) a partnership, joint venture, or limited liability company; or
- (ii) an organization excluded either by the provisions of this Coverage Part, or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

1. This insurance does not apply to any newly formed or acquired organization that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization
3. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier

#### L. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

The following changes are made to the **Supplementary Payments** provision, **A.2.a.**, contained in the **Section II - Liability Coverage**:

1. The limit shown in paragraph **A.2.a.(2)** for the cost of bail bonds is changed from \$2,000 to \$3,000.
2. The limit shown in paragraph **A.2.a.(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from \$250 to \$1,000 per day

#### M. TOWING AND LABOR COVERAGE EXTENSION

**Section III - Physical Damage Coverage**, Paragraph **A.2.** entirely replaced by the following: With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy or coverage part, we will pay up to \$75 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. If, at the time of a disablement, such "private passenger auto" or "light truck" is also a covered "auto" for the **Physical Damage Towing And Labor** coverage shown under **Item Two** of the **Business Auto Declarations** in this policy or coverage part,

the most we will pay for each covered disablement is the greater of:

- a. The limit shown under **Item Two** in the **Declarations**, or
- b. \$75

As used in this coverage:

- a. "Private passenger auto" means a four-wheel auto of the private passenger or station wagon type; and
- b. "Light truck" means a pick-up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.  
Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

#### N. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us** contained in **Section IV - Business Auto Conditions**:

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use, loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
  - a. Made prior to the covered injury or damage; and
  - b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies only to such person or organization designated in such written contract or agreement.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### Schedule

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Operations - All AZ Operations

Premium - 2% of the total premium - subject to a minimum annual premium of \$250

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

03/15/2013

Policy No.

WCA 4580499 10

Endorsement No

Insured

KinKaid Civil Engineering LLC

Insurance Company

Continental Western Insurance Company

Premium

Countersigned by \_\_\_\_\_

CITY OF GLENDALE, ARIZONA  
ENGINEERING 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 Engineering Dept.  
5850 West Glendale Avenue  
Glendale, Arizona 85301

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
(3) Owners & Contractor(s) Protective Liability Insurance					1 000,000 Each Occurrence Bodily Injury \$500 000 Each Occurrence Property Damage
(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 111203 - VALLEY UTILITIES DYSART ROAD WATERLINE EXTENSION**

To the City of Glendale, Arizona

Gentlemen:

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

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

Signed and dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA        )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SUPPLEMENTAL GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. ELECTRIC POWER AND WATER. The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of the City, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water

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

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

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

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

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

Utility companies and other interested parties have been provided with construction plans and the construction schedule for this project. The Contractor shall comply with MAG Specifications 105.6 to cooperate with the utility companies.

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

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

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

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

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

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

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

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

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

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

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

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

Subcontracts shall conform to the regulations governing employment of labor.

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

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

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

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

27. **OVERTIME:**

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

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

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

28. **CONTRACTOR'S CONSTRUCTION SCHEDULE:** Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's 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 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Bidders, then the contractor shall pay the City of Glendale, Arizona, liquidated damages, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the work is substantially complete

31.2 Should the contractor fail to fully and finally complete the work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Information for Bidders, even though the contractor has achieved substantial completion of the work within such time, then the contractor shall pay the City of Glendale, liquidated damages (pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments), in an amount equal to 100% of the applicable liquidated damage rate set forth in MAG Section 108.9 for each and every calendar day of delay until the work is fully and finally complete and accepted.

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

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

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

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

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

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

\*\*\*END OF SUPPLEMENTAL GENERAL CONDITIONS\*\*\*

## SPECIAL PROVISIONS

1. **SCOPE OF WORK:** This project shall consist of installing 2,596 linear feet of 16" restrained ductile iron waterline pipe, 1,840 linear feet of 16" C-905 PVC waterline pipe, six 16" gate valves, 100 feet of a 30" steel sleeve over the Dysart Drain, a fire hydrant and pavement striping in Dysart Road between Glendale Avenue and Northern Avenue.

2. **DEFINITIONS:**

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

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

3. **CONSTRUCTION SURVEYING AND LAYOUT:** The work under this item shall consist of furnishing all materials, personnel, equipment, and traffic control necessary to perform all surveying, staking, and verification of the accuracy of all control points per the plans and as directed by the Engineer. Included in this work shall be all calculations required for the satisfactory completion of the project in conformance with the plans and these Special Provisions. The work shall be done under the direction of a registered professional engineer or a registered land surveyor employed by the Contractor. The crew chief shall be NICET Certified Level III or a registered land surveyor. The Contractor shall furnish all equipment, materials and other devices necessary for establishing, checking, marking and maintaining points, lines, grades and layouts.

Throughout the work, the Contractor shall set all stakes including, but not limited to, centerline stakes; offset stakes; reference point stakes; slope stakes, pavement lines, curb lines and grade stakes at intervals not greater than 25 feet; stakes for sewers, roadway drainage, pipe, under drains, clearing, paved gutter, fence, right of way markers, and survey monuments; blue tops of subgrade, subbase and base courses at intervals not greater than 50 feet; permanent as-built elevation marks; and all other horizontal or vertical controls necessary for complete and accurate layout and construction of the work. Stakes for horizontal and vertical curves shall be set at intervals appropriate for the length of curve. The coordinates of any new control points established by the Contractor during the course of the work shall be given to the Engineer within five working days of control point establishment.

Field notes shall be kept in standard field notebooks furnished by the Contractor. Field notes shall be kept in a clear, orderly and neat manner consistent with standard surveying practices. The standard field notebooks or copies of, shall be made available to the Engineer upon request at any time during the prosecution of the work.

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

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

Any errors, omissions or discrepancies in the project plans shall be immediately brought to the attention of the Engineer. The Contractor shall promptly notify the Engineer in writing, explaining the problem in detail. The Engineer will advise the Contractor within three working days of any corrective actions deemed necessary. No changes in the project plans will be allowed without the approval of the Engineer

The Contractor shall be compensated for additional work associated with survey and layout when:

- A. The project plans do not provide sufficient information and new calculations must be performed.
- B. The Contractor performs survey work based on erroneous plan information, which results in the duplication of work
- C. Changes by the Engineer to the plan information for which the Contractor has already performed the work and results in the duplication of such work.

The Contractor shall not be due compensation for any survey work when:

- A. Information provided on the plans is sufficiently complete to allow any additional information necessary for the complete layout of the work to be routinely calculated.
- B. The Contractor fails to inform the Engineer of discovered plan errors before the performance of any extra survey work
- C. Work is included in any other pay item

The Contractor shall inform the Engineer in a timely manner of any omissions, ambiguities, or errors which the Contractor feels may result in extra calculations or survey work, so as not to delay the project or create any unnecessary calculations.

All additional survey work shall be documented by the Contractor and verified by the Engineer before compensation may be granted. Documentation shall consist of a detailed diary specifically addressing the work involved in the alleged problem area. The Contractor may be required to provide calculations, charts, graphs, drawings, or any other physical evidence, which will verify additional work.

The Contractor shall be responsible for verifying curb and gutter grades before placement of concrete using a steel straightedge, string line or other method approved by the Engineer. The field verification shall be performed in the presence of the Engineer or designated representative.

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

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

The Contractor shall provide final "as-constructed" field surveying, including both vertical and horizontal data based on the finished work. The Contractor shall also furnish final Record Drawings for all improvements. The Record Drawings shall be prepared by a Registered Land Surveyor and submitted to the Owner for approval prior to final acceptance of the project. The Record Drawings shall be prepared on a set of reproducible copies of the construction plans. The completed drawings shall be signed and sealed by the Registered Land Surveyor responsible for obtaining the As-built information and preparing the Record Drawings.

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

Payment for this item will be made at the contract lump sum price fully complete for **CONSTRUCTION SURVEYING AND LAYOUT.**

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 **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.

7. **TRAFFIC REGULATIONS:**

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

- A. 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 references in the City of Phoenix "Traffic Barricade Manual" and the "Manual of Uniform Traffic Control Devices to "arterial" and/or "collector" streets shall mean "arterial and/or major arterial" streets and are referred to as "major" streets in the following sections.
- B. A minimum of two travel lanes (one for each direction) shall be opened to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 6:00 a.m. to 8:30 a.m., and 4:00 p.m. to 6:00 p.m. unless approved by the Transportation Director or designee.
- C. A travel lane shall be defined as ten (10) feet of roadway not obstructed by traffic control devices with a safe motor vehicle operating speed of twenty-five (25) miles per hour.
- D. A travel lane will not be considered as open to traffic until it has been graded reasonably smooth and is paved with a minimum of two (2) inches of asphalt. This shall be considered temporary pavement and shall be removed completely before proceeding with final surfacing.
- E. The Contractor shall provide and maintain all required and requested traffic control devices to protect and guide traffic for all work in the construction area.
- F. 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
- G. The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If any signs interfere with construction, the Contractor shall notify the Transportation Department at least 48 hours in advance before covering or removing said signage. The Contractor shall be responsible for reinstalling all signs removed or covered and verify they are correctly placed. The Transportation Department will inspect all signage prior to completion of project.
- H. Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route to at least one of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least seventy-two (72) hours in advance.
- I. The Contractor shall be required to provide a uniformed off-duty City of Glendale police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized major intersection or at other locations if it should become necessary in the opinion of the Transportation Director or designee. If the Contractor chooses to use a police officer at other locations during peak traffic hours or to assist with his other traffic control operations, the cost shall be included in the lump sum for "Traffic Control" and not paid out of the hours allowed for "Off Duty Glendale Police Officer." All requests for off-duty officers will be made through the Glendale Police Department, Off-Duty Work Administrator. The Contractor must provide evidence of workmen's

compensation coverage before any officer will be permitted to work.

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

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

- J The Contractor shall prepare a traffic control plan for the project and submit it to the City Transportation Director or designee for review and approval at least fifteen (15) working days prior to the start of construction. The Traffic Control Plan must be submitted through the City of Glendale On-Line Traffic Control Plan Application Process at <http://www.glendaleaz.com/transportation/TrafficControlForm.cfm>. The traffic control plan shall include Message Boards installed a minimum of (7) working days prior to restrictions when requested by the Transportation Director or Designee. additional public notification shall be required for major restrictions that impact adjacent stakeholders. Any changes to the traffic control plan during construction shall be submitted to the City Transportation Director or designee for approval at least seventy-two (72) hours before implementation. Payment for this item shall be made at the contract lump sum price for **TRAFFIC CONTROL**.
- K It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, he/she must obtain approval from the City Transportation Director or designee. seventy-two (72) hours prior to implementing a traffic control change. He/she must provide all the necessary signs to detour traffic and/or flag person to control traffic for a single lane.
- J The contractor will be required to obtain a no-fee barricade permit from the City's Transportation Department prior to any traffic control restrictions or modifications being placed on the jobsite.

8 **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

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

10 **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.

11. 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 \$75,000. All work under this section shall include but is not limited to all necessary materials, tools, layout, survey and labor required to complete each task.

All work, except potholing, related to the possible realignment of Luke Air Force Base's 16" effluent line located along the south side of the Dysart Drain shall be paid under this bid item.

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 \$75,000 on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY

12. SOILS REPORT There is no soils report for this project.

13. ADDITIONAL INSURANCE REQUIREMENTS: The contractor shall name Valley Utilities Water Company Inc as an additionally insured on their certificates of insurance.

14. AZPDES Permit Requirements:

A 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.

15. CONSTRUCTION MATERIALS SAMPLING AND TESTING. The contractor, at their expense, shall provide adequate personnel for construction materials sampling and testing functions as required by the City of Glendale. Proof of certifications of the following requirements shall be provided to the City of Glendale prior to commencement of construction:

A. LABORATORY TESTING SERVICES: Construction materials testing laboratories must meet the following requirements in order to perform laboratory testing on construction materials samples:

- a. Possess and maintain current AASHTO accreditation (including R18) provided by the AASHTO Materials Reference Laboratory (AMRL), and Cement and Concrete Reference Laboratory (CCRL) in any test methods performed and be currently participating in their respective proficiency programs.
- b. Concrete strength testing must be performed by a technician currently certified by the American Concrete Institute (ACI) as a "Concrete Strength Testing Technician".

**B. FIELD TESTING AND SAMPLING SERVICES:** Field technicians shall be employed by the construction materials testing laboratory noted above and have current "*Field Technician Certification*" from the Arizona Technical Testing Institute (ATTI) and current "*Concrete Field Testing Technician – Grade I*" certification from the American Concrete Institute.

**C. TESTING FREQUENCIES:** Laboratory and field testing and sampling shall adhere to the current City of Glendale minimum frequencies (see tables below) formal documentation, records etc. shall be provided to the City in a timely manner and as part of required project documentation for overall project acceptance. The City reserves the right to utilize independent / additional testing to confirm prior results.

Payment for this item will be made at the contract lump sum price fully complete for MATERIALS TESTING

City of Glendale				
Minimum Construction Materials Field Testing Frequency				
Type of Material	Type of Structure	Minimum Test Frequency	Minimum Test Requirement	Test Method
Native In-Situ	Curb, Gutter & Sidewalk	1-per 500 lin ft	90% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Native In-Situ	Roadway Subgrade	1-per 500 lin ft	95% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Native In-Situ	Trench Backfill	1-per 500 lin ft per 1 ft lift	95% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Native In-Situ	Structural Fill	1-per lift	95% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Native In-Situ	Driveways, Aprons, Valley Gutters	1- per structure	95% & +2 -4% of optimum moisture	ASTM D-698 / D-2922
Aggregate Base	Pipe Bedding	1-per 500 lin ft	95%	ASTM D-698 / D-2922
Aggregate Base	Curb, Gutter & Sidewalk	1-per 500 lin ft	95%	ASTM D-698 / D-2922
Aggregate Base	Roadway Base	1-per 500 lin ft.	100%	ASTM D-698 / D-2922
Aggregate Base	Structural Fill	1-per lift	95%	ASTM D-698 / D-2922
Concrete	Curb, Gutter, Sidewalk, Driveways	1 set per 50 yards or 1/2 days pour	1 set of (4) 4X8 Cylinders	ASTM C-71 / C-172
Asphaltic Concrete	Roadway (Arterial)	1-per 750 lin ft per pass	92% - Nuclear Density	ASTM D-2950 / D-2041
Asphaltic Concrete	Roadway (Arterial)	1-per 750 lin.ft per pass	92% - Core Density	ASTM D-2726
Asphaltic Concrete	Roadway (Residential)	1-per 750 lin.ft per pass	95% - Marshal Density	ASTM D-6926/D6927
Asphaltic Concrete	Roadway (Residential)	1-per 750 lin.ft per pass	95% Core Density	ASTM D-2726
Asphaltic Concrete	Roadway	1 Sample per 500 tons	Uncompacted Field Sample	AC Laboratory Tests*

**NOTE:** This table is based on the approximate minimum number of tests to be performed and requirements may be increased depending on site conditions or other circumstances at the discretion of the City of Glendale.

\* All Asphaltic Concrete Laboratory Tests are covered on another sheet provided upon request

CITY OF GLENDALE - CONSTRUCTION ENGINEERING				
MATERIALS TESTING SECTION				
ASPHALTIC CONCRETE MINIMUM SAMPLING AND TESTING FREQUENCY				
TYPE OF SAMPLE	REQUIRED TEST(S)	TEST METHOD DESIGNATION	MINIMUM SAMPLE FREQUENCY	MINIMUM SIZE OF SAMPLE
COLD FEED AGGREGATE OR COMBINED HOT-BIN AGGREGATE SAMPLES	SIEVE ANALYSIS	A S T.M. C - 136	1 - EVERY 500 TONS	25Kg
	SAND EQUIVALENT	A.S.T.M D - 2419	1 - PER DAY	10Kg
	SPECIFIC GRAVITY (COARSE & FINE)	A.S.T.M C-127 / C-128	1 - PER DAY	12Kg
	SIEVE ANALYSIS	A S T M C - 136	1 - PER EACH ADDITIONAL 500 TONS PRODUCED	25Kg
UNCOMPACTED ASPHALTIC CONCRETE MIXTURE	IGNITION-GRADATION	ARIZ.427	1 - PER FIRST 500 TONS PER DAY	9 Kg
	GYRATORY COMPACTION	AASHTO TP4	1 - PER FIRST 500 TONS PER DAY	9 Kg
	MAX THEORETICAL SPECIFIC GRAVITY	A S T M D - 2041	1 - PER FIRST 500 TONS PER DAY	7 Kg
	IGNITION-GRADATION	ARIZ 427	1 - PER EACH ADDITIONAL 500 TONS PRODUCED	9 Kg
	MARSHAL COMPACTION	ASTM D-6926/D6927	1 - PER FIRST 500 TONS PER DAY	9 Kg
COMPACTED ASPHALTIC CONCRETE MIXTURE	NUCLEAR DENSITY	A S T M D - 2950	1 - PER 750 LINEAR FT PER PASS OR RIBBON	N/A
	SPECIFIC GRAVITY BY CORE SAMPLE	A.S.T.M D - 2726	1 - PER 750 LINEAR FT PER PASS OR RIBBON	N/A

revised 1/07/2013

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

## **SUPPLEMENTAL STANDARD SPECIFICATIONS WATERLINE CONSTRUCTION**

Except as otherwise required in these special provisions, construction of this project shall be in accordance with all applicable Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, and M A G Standard Details (2012 edition), and any City of Glendale supplements with the following exceptions

### **SECTION 105 – CONTROL OF WORK**

#### **SECTION 105.10 INSPECTION OF WORK: *Add the following***

The contractor shall coordinate waterline inspections and testing with Valley Utilities Water Company, Scott Keith, 623-935-1100. The contractor shall contact Valley Utilities Water Company prior to the start of construction operations in order to inform them of the construction schedule and to determine a sequence of inspections that will be required. Once construction starts the contractor shall allow 48 hours notice prior to any required inspections. The City of Glendale will inspect the trench backfill and asphalt replacement and all other surface improvements and/or repairs. A right of entry permit will be required to work on Luke Air Force Base (LAFB) property along the Dysart Drain. The City will assist the contractor in obtaining any permits or licenses from LAFB prior to commencing any work on LAFB property. Any employee who works on LAFB property may be subject to a background check. The contractor may be required to submit the employee's name, social security number, birth date and other personal information for the background check. LAFB property must be secured at all times with temporary fencing or other means acceptable to LAFB.

No excavation is allowed within 10 feet of any Kinder Morgan (KM) pipeline (STA 32+65) unless a KM representative is onsite. All excavation within 2 feet of a KM pipeline must be done either using hand tools or, with approval, soft digging technique or hydrovac, unless state requirements are more stringent and require a larger tolerance zone. Contact Daniel Tarango at 480 797 4567 or 602 278 2320 prior to any excavation within 10 feet of a KM pipeline.

### **SECTION 610 – WATERLINE CONSTRUCTION**

#### **SECTION 610.3 MATERIALS: (A) *Add the following***

All pipe shall be ductile iron, class 350, conforming to ANSI/AWWA C 151/A21.5 for use with water ring tight fittings are acceptable for straight line runs where the potential for separation does not exist. Mains will be installed with no less than 6" of compacted ABC or 8" of uncompacted ABC bedding and shaded with no less than 12" of ABC above the pipe. No screened or native materials will be allowed for bedding or shading.

Detectable "WATER MAIN" tape shall be installed in the center of the trench and no deeper than 2' below finished grade.

All fittings used for a change in direction of the main line will be a restrained mechanical joint, using a Mega-Lug or equivalent device. Except where called out on the plans, no concrete thrust blocks will be permitted without Valley Utilities Water Company's approval. Concrete thrust blocks will be allowed on the backside of all tees.

All materials must meet or exceed AWWA and NSF standards. All equivalent materials must be approved in writing by Valley Utilities Water Company.

The 16" expansion joint couplings shall be manufactured by Proco Products, Inc ([www.procoproducts.com](http://www.procoproducts.com)) or equivalent as approved by Valley Utilities Water Company.

#### **SECTION 610.6.2 MATERIALS: (A) *Replace with the following.***

All ductile iron pipe shall be polywrapped and secured with an AWWA approved pipe wrapping tape. Duct tape will not be allowed.

**SECTION 610.9 FIRE HYDRANTS: (A) *Add the following***

All fire hydrants shall be Clow Medallion, Kennedy, Waterous, Mueller or equivalent. installed using a Mega-Lug device or mechanical restrained joints. The distance between the isolation valve and the fire hydrant shall not be less than 10 feet. All tees used for in-line, park set hydrants shall be MJ by flange and the valve shall be flange by MJ and then a street elbow to the hydrant. All hydrants shall be furnished with a Valley Utilities approved hydrant lock.

All materials must meet or exceed AWWA and NSF standards. All equivalent materials must be approved in writing by Valley Utilities Water Company.

**SECTION 630 – TAPPING SLEEVES, VALVES AND VALVE BOXES ON WATER LINES**

**SECTION 630.3 GATE VALVES: *Add the following***

**SECTION 630.3.1 General** Gate valves shall be resilient wedge conforming to ANSI/AWWA C 509 with a blemish free powder epoxy coating and non-rising stem (NRS). Bonnet and packing bolts must be 304 stainless steel. Valves shall be Mueller or as approved by Valley Utilities Water Company. Valve boxes shall be telescoping ductile iron type with lids permanently marked indicating "WATER" on the lid. Valve box adjustments to grade shall be incidental to the cost of the new gate valves. Butterfly valves will not be allowed.

**SECTION 631 – WATER TAPS AND METER SERVICE CONNECTIONS**

**SECTION 631.1 DESCRIPTION: *Delete paragraph two***

**SECTION 631.2 MATERIALS: *Replace with the following***

The 1 1/2" and 2" service lines shall be copper type K soft conforming to Section 754 and City of Glendale Standard Detail G-642. No soldered fittings will be permitted. The service lines shall be continuous with no splices. The service line shall be bedded in 3" of clean sand and shaded with 6" of clean sand or screened native material excluding any rocks or other sharp or abrasive materials from touching the copper line.

All corporation stops will be Ford, Mueller or equivalent, ball valves. All curb stops, angle meter stops and straight through threaded valves shall be ball valves when used as a meter stop valve. They will be Ford, Mueller or equivalent and equipped with a locking wing compatible with standard utility barrel locks.

The meter boxes shall be sized for a 1 1/2" and a 2" water meter per MAG Standard Detail 320. The meter box lids shall be bent steel, double coated, and cut for Touch Read. Lids and boxes will be used in conjunction with a double coated rodent barrier. Contact Valley Utilities for details. All meter boxes shall be set 3" above top of the nearest curb and shall be set level by insuring that the rodent barrier is set level prior to setting the meter box in the rodent barrier.

All materials must meet or exceed AWWA and NSF standards. All equivalent materials must be approved in writing by Valley Utilities Water Company.

**\*\*\*END OF SUPPLEMENTAL SPECIFICATIONS – WATERLINE CONSTRUCTION\*\*\***

## SUPPLEMENTAL SPECIFICATIONS – PAVEMENT MARKINGS THERMOPLASTIC

It is anticipated that the existing striping in Dysart Road will be damaged during waterline construction. Any restriping, as determined by the City of Glendale, shall follow these supplemental specifications:

**A. General:** The work under this section consists of the contractor furnishing all materials, preparing the pavement surface and installing the pavement markings. All pavement marking materials shall be approved by the City of Glendale Transportation Department prior to installation.

The contractor shall contact the City of Glendale Transportation Department (phone number (623-930-2940) a minimum of 72 hours in advance of striping lay-out to obtain the necessary lane closure permits.

The contractor shall lay-out all striping and markings for the City of Glendale Transportation Department review and approval, a minimum of two (2) working days before installation.

All newly paved or over-lay roadways shall first be striped in water based paint and then re-striped with thermoplastic markings a minimum of 30 days after final paving. (See City of Glendale water based paint specifications for material type and installation).

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

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

**B: Marking Removal:** The contractor shall remove all existing pavement markings and striping in conflict with the final striping plan, by ultra high pressure water (36,000 P.S I.) This removal method shall be done in conformance with E.P.A. requirements. If the removal of striping causes a depression of 1/8 inch or greater in depth in the pavement surface, the contractor shall seal the area with slurry per M.A.G Standard Specifications 713 and 715. Type Two. Covering existing markings with black paint, tar or any other substance does not constitute line removal and will not be approved.

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

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

All yellow and white broken lane lines shall have a common start point and cycle length, so as to be restriped simultaneously, using a common cycle length on both sides of the truck carriage. The cycle length is to be 40 feet with a 15 foot long line and a 25 foot space between lines.

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

**E. Pavement Turn Arrows and Symbols:** Installation and material for left and right turn arrows shall be in accordance with Section 705 of the ADOT Standard Specifications. Material to be 3M Sta-Mark Series SMS-5730 or approved equal. Apply 3M contact cement, E-44 or approved equal, to the roadway for the installation of all arrows.

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

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

**G. Permits:** The Contractor is required to obtain a no-fee barricade permit from the City's Transportation Department prior to any traffic control restrictions or modifications. Any restrictions or modifications must follow the most current versions of the City of Phoenix Barricade Manual and the MUTCD

\*\*\*END OF SUPPLEMENTAL SPECIFICATIONS - PAVEMENT MARKINGS  
THERMOPLASTIC\*\*\*

**SUPPLEMENTAL SPECIFICATIONS – PAVEMENT MARKINGS (TEMPORARY)**

A. **Lane Lines And Centerline:** Application of the white lane line and yellow centerline striping shall be performed in accordance with Arizona Department of Transportation (ADOT) Standard Specification 708. The application equipment shall be truck mounted per ADOT Standard Specification 708-3.01

Materials for white lane line and yellow center line striping shall be in accordance with ADOT Standard Specification 708, with the exception that water based traffic marking paint shall be used.

All yellow and white broken lane lines shall have a common start point and cycle length, so as to be restriped simultaneously, using a common cycle length on both sides of the truck carriage. The cycle length is to be 40 feet with a 15 foot long line and a 25 foot space between lines.

\*\*\*END OF SUPPLEMENTAL SPECIFICATIONS - PAVEMENT MARKINGS  
(TEMPORARY)\*\*\*



# Project Life Cycle Cash Flow Schedule

Project No \_\_\_\_\_

Date \_\_\_\_\_

Project Name \_\_\_\_\_

Company Name \_\_\_\_\_

Project Start Date \_\_\_\_\_ Project Completion Date \_\_\_\_\_

Original

Updated

Revised

		Estimated		Actual	
Qtr	Fiscal Yr	Amount	Accum	Amount	Accum
1st	07/06 - 09/06	\$ -			
2nd	10/06 - 12/06				
3rd	01/07 - 03/07				
4th	04/07 - 06/07				
1st	07/07 - 09/07			\$ -	\$ -
2nd	10/07 - 12/07				
3rd	01/08 - 03/08				
4th	04/08 - 06/08				
1st	07/08 - 09/08		\$ -	\$ -	\$ -
2nd	10/08 - 12/08				
3rd	01/09 - 03/09				
4th	04/09 - 06/09				
1st	07/09 - 09/09	\$ -	\$ -	\$ -	\$ -
2nd	10/09 - 12/09				
3rd	01/10 - 03/10				
4th	04/10 - 06/10				
1st	07/10 - 09/10				
2nd	10/10 - 12/10	\$ -	\$ -	\$ -	\$ -
3rd	01/11 - 03/11				
4th	04/11 - 06/11				
Totals		\$ -		\$ -	

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

<b>For Engineering Use Only:</b>	
Account No _____	PO No _____