

CITY CLERK
ORIGINAL

C-8784
01/31/2014

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this 31 day of January, 2014, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Rummel Construction, Inc., an Arizona corporation authorized to do business in the State of Arizona ("Contractor").

RECITALS

- A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Project.

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

1.2 Project Team.

- a. Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
- b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
- c. Sub-contractors.
 - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
 - (2) Contractor will remain fully responsible for Sub-contractor's services.
 - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
 - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule and Term. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed no later than June 30, 2014. There are no automatic renewals of this Agreement.

3. Contractor's Work.

- 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Contractor warrants that:
- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.
- 3.3 Compliance. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.
- 3.4 Coordination; Interaction.
- a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
 - b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
 - c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.
- 3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties. At any time within 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.
- 3.7 Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$48,500, as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

- a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Unless Exhibit B (Compensation) dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. Termination.

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

- a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages 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 provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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

8. **Immigration Law Compliance.**

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

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

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

11. **Notices.**

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

- a. The Notice is in writing, and
- b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

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

Rummel Construction, Inc.
Attn: Rick Rummel, Vice-President
7520 East Adobe Drive
Scottsdale, AZ 85255

- 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: Ernie Ruiz Jr.
Acting Landfill Superintendent
6210 W. Myrtle, Suite 111
Glendale, Arizona 85301

With required copies to:

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

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

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

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

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

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

14. **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.

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

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

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

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

City of Glendale,
an Arizona municipal corporation



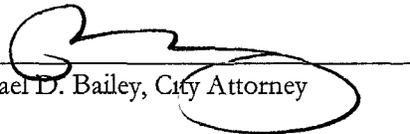
By: Brenda S. Fischer
Its: City Manager

ATTEST:



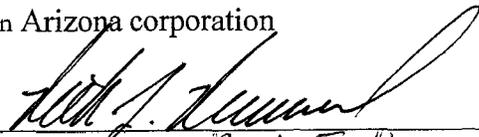
City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Rummel Construction, Inc.
an Arizona corporation



By: ~~Eric Decker~~ Rick J. Rummel,
Its: ~~General Operations Manager~~ Vice President

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

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Contractor will provide repairs to the methane gas system as well as providing enhancements and modifications to the system.



Rummel Construction, Inc.

General Engineering Contractor

AZ Lic. #ROC114845 & ROC114846 B-04 NM Lic. #351651 NY Lic. #0069890 UT Lic. #6963077-5551

August 23, 2013

Ernie Ruiz, Landfill Supervisor
City of Glendale
6210 West Myrtle Ave.
Suite 111
Glendale, Arizona 85301-2599

**Glendale Landfill
HDPE & PVC Fabrication, Installation Parts and Service**

Scope Definition –

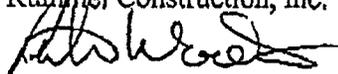
Assumptions and Clarifications:

1. Proposal excludes all taxes, permits and bond costs.
2. City of Glendale will provide all the erosion control measures and maintenance.
3. City of Glendale will provide all required quality control and survey.
4. City of Glendale will provide dust control measures during work unless noted on service request.
5. All work to be performed under City of Glendale Dust Control Permit.
6. Rummel Construction, Inc. will not be held responsible for dust fines if control measures are deployed by others.
7. Rummel Construction, Inc. Foreman/Supervisors are Maricopa County Dust Compliance trained.
8. Any environmental fees required will be added at time of service request (not included in proposed hourly rate).
9. Rummel Construction, Inc. will be responsible for waste generated by products brought on site, any waste generated by work performed assumed to be covered by service request (i.e. excavated waste material).
10. Material pricing is based on current priced as of January 18, 2011, pricing to be confirmed at time of service request.
11. Material pricing does not include freight and is FOB shipping point. Majority of material should be readily available in Arizona. Pricing quoted at time of service requested will include any freight charges if applicable.

Rummel Construction, Inc.
August 23, 2013
Page 2

12. RFQ pricing is detailed below any additional equipment needs are listed on attached T&M rate sheet. Equipment may be subject to mobilization charges.
13. Field Service Hourly Rate and Overtime Rate includes following labor and equipment;
- Foreman with truck and hand tools
 - Fusion machine and trailer
 - One Fusion Technician
14. Service Shop Rate includes the following labor and equipment;
- Foreman
 - Fusion Machine
 - One Fusion Technician
15. Travel time is based on a hourly rate, this includes travel time and mobilizing of the following labor and equipment;
- Foreman and Truck
 - Fusion Technician
 - Fusion Machine
16. Base travel time for normal response will be two hours total. After hours or emergency travel time will vary depending on crew location.
17. After hours times will vary based on the time of year, in general anything after 2:00pm in the summer and 3:30pm in winter. After hours rate will apply to any service request needing to be performed after employees have exceeded an eight hour shift or a forty hour week. Rummel Construction, Inc. will notify at time of call if after hours rates apply.
18. Rummel Construction, Inc. after hour's response times will vary based on location of crew needing to respond and time of request. We will provide the quickest response time possible but will not be able to guarantee a response time.
19. During methane line repairs air quality monitor and blower will be required, this is not included in hourly rate.

Respectfully,
Rummel Construction, Inc.



Pete Woods
Project Manager



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MITR

DATE (MM/DD/YYYY)

04/24/2013

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

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

PRODUCER Commercial West Insurance Agency 1225 West Houston Avenue #101 Gilbert, AZ 85233 Jeffery L. Stead		Phone: 480-961-5400 Fax: 480-961-5401		CONTACT NAME Tracy Miller PHONE (A/C, No. Call): 480-961-5400 FAX (A/C, No.): 480-961-6401 EMAIL ADDRESS: tracy@comlwest.com PRODUCER ID: RUMME-1 CUSTOMER ID:	
INSURED Rummel Construction, Inc. 7520 E. Adobe Drive Scottsdale, AZ 85255-4804		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: United Specialty Insurance Co.		12537	
		INSURER B: AMCO Insurance Company		19100	
		INSURER C: Houston Casualty Company		42374	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDRESSOR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, Contractual <input checked="" type="checkbox"/> Blanket Add'l Ins GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG		BYO1315099	04/30/2013	04/30/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 60,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> MOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP7234412613	04/30/2013	04/30/2014	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DROUGHTABLE RETENTION \$ 10,000		H12XC5023600	04/30/2013	04/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follow Form \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 501, Additional Remarks Schedule, if more space is required)
 Verification of insurance limits for bid purposes. Upon award of contract additional insured wording, waivers and endorsements to be added at that time.

CERTIFICATE HOLDER BIOPU-1 Bid Purposes Only		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: MITR

DATE (MM/DD/YYYY)
06/19/2013

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

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

PRODUCER Commercial West Insurance Agency 1226 West Houston Avenue #101 Gilbert, AZ 85233 Jeffery L. Stood	Phone: 480-961-5400 Fax: 480-961-5401	CONTACT NAME: Tracy Miller PHONE (A/C No., Ext.): 480-961-5400 FAX (A/C No.): 480-961-5401 E-MAIL ADDRESS: tracy@comlwest.com PRODUCER CUSTOMER ID #: RUMME-1
	INSURED Rummel Construction, Inc. 7520 E. Adobe Drive Scottsdale, AZ 85255-4804	
INSURER(S) AFFORDING COVERAGE		NAIC # 42374
INSURER A: Houston Casualty Company		
INSURER B: SCF Western Ins. Company		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR. LTR.	TYPE OF INSURANCE	ADD. SUBR. INSR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000		H12XC5023600	04/30/2013	04/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follow Form \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W20913	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WGT STATUS <input type="checkbox"/> OTH- <input checked="" type="checkbox"/> FOR LIMITS <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Verification of insurance limits for bid purposes. Upon award of contract waivers and endorsements to be added at that time.

CERTIFICATE HOLDER BIDPU-1 Bid Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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September 2011 Standard Rev 2

RUMMEL CONSTRUCTION, INC.

EFFECTIVE DATE
09/01/2011

TIME AND MATERIALS RATES

RESOURCE	HOURLY RATE
MOTOR GRADERS	
CAT 140	\$115.00
CAT 14	\$135.00
CAT 10	\$155.00
WHEEL LOADERS	
CAT 950	\$110.00
CAT 968	\$130.00
CAT 980	\$160.00
CAT 988	\$235.00
SCRAPERS	
CAT 610 ELEVATING SCRAPER	\$115.00
CAT 621 AUGER SCRAPER	\$185.00
CAT 623 ELEVATING SCRAPER	\$185.00
CAT 631 SCRAPER	\$215.00
CAT 627 PUSH PULL SCRAPER	\$215.00
CAT 637 PUSH PULL SCRAPER	\$265.00
CAT 657 PUSH PULL SCRAPER	\$335.00
REYNOLDS 12CY LASER PLANE W/ 200HP TRACTOR	\$125.00
DOZERS	
D8 CRAWLER TRACTOR	\$135.00
D8 CRAWLER TRACTOR	\$190.00
D9 CRAWLER TRACTOR	\$235.00
D10 CRAWLER TRACTOR	\$205.00
BACKHOE / SKIP LOADER	
CAT 345CL EXCAVATOR	\$105.00
CAT 346CL EXCAVATOR W/7500# HAMMER	\$300.00
CAT 330DL EXCAVATOR	\$125.00
CAT 330DL EXCAVATOR W/7500# HAMMER	\$245.00
CAT 330DL EXCAVATOR W/LEADING EDGE RIPPER BUCKET	\$105.00
CAT 300C EXCAVATOR	\$85.00
CAT 300C EXCAVATOR W/ 1300# HAMMER	\$130.00
CAT 420E W/1800# HAMMER	\$135.00
CAT 420E BACKHOE	\$80.00
CASE 670 & DEERE 210LE GANNON TRACTOR	\$75.00
TRUCKS	
10 WHEEL DUMP TRUCK*	\$75.00
SEMI END DUMP*	\$05.00
SEMI BELLY DUMP*	\$05.00
25-30 TON ARTICULATED ROCK TRUCKS	\$145.00
35-40 TON ARTICULATED ROCK TRUCKS	\$180.00
COMPACTION EQUIPMENT	
CAT 0P563E VIBRATORY COMPACTOR	\$95.00
CAT P8360C 7 WHEEL PNEUMATIC ROLLER	\$95.00
CAT 818F SHEEPSFOOT COMPACTOR	\$145.00
AG TRACTOR & DISK	\$140.00
AG TRACTOR & BEEGEE	\$140.00
WATER EQUIPMENT	
10,000 GALLON WATER PULL	\$180.00
8,000 GALLON WATER PULL (SINGLE ENGINE)	\$145.00
8,000 GALLON WATER PULL (TWIN ENGINE)	\$175.00
5,000 GALLON WATER PULL	\$110.00
4,000 GALLON WATER TRUCK	\$90.00
2,000 GALLON WATER TRUCK	\$70.00
12" HURRICANE PUMP WEEKLY	\$1,000.00
10000 GALLON KLEIN TANK WEEKLY	\$650.00
RECLAIMERS / SOIL STABILIZERS	
CM18 SOIL STABILIZER	\$200.00
BOMAG 0.6' SOIL STABILIZER	\$80.00
MISC. EQUIPMENT	
EXTEC TRACK MOUNTED 8X10 VIBRATING SCREEN*	\$100.00
PIONEER 2050 JAW CRUSHER*	\$295.00
OTHER	
FOREMAN/PICKUP	\$60.00
GRADE CHECKER	\$45.00
LABORER	\$24.00

NOTES:

- 1) Rates do not apply to Davis Bacon Wage projects unless noted otherwise.
- 2) Rates do not apply to Weekend or Holiday work.
- 3) Construction vector or other materials will be charged at a rate of cost plus 15% (overhead & profit).
- 4) Trucking rates are subject to current market rates and do not include any applicable travel time.
- 5) Additional charges may apply for Rock or Soave Application jobs.
- 6) Mobilization and Demobilization to be charged separately.
- 7) Rates based on \$3.50 per gallon fuel cost. Any increase above 5% subject to increase/surcharge.
- 8) Rates exclude operator and additional support equipment required (Verify with General Supl.)

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Under City RFQ 08-02, the Contractor proposed a not-to-exceed amount of \$48,500.00.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$48,500.00.

DETAILED PROJECT COMPENSATION

See attached pages for detail.

Landfill Request For Quotation

The City of Glendale Landfill is currently seeking quotes for the following services:

1. Fabrication, installation, & delivery of HDPE/PVC products for the landfill methane gas management system and other general services associated to installations (earthmoving, backhoe services, trenching/shoring services, etc...).
2. Majority of services to be performed on site at the Landfill. The Landfill is located at 11480 W. Glendale Avenue, Glendale, AZ 85307
3. Must have an hourly rate set for standard services and a rate set for services performed after hours. Please specify in writing what your company considers after hours. Use pricing sheet below.
4. Environmental fees to be included with service price.
5. Vendor must remove all waste products from site, unless otherwise noted during service request.
6. Must be able to perform maintenance and service on the following products, but not limited to:

SDR 11 HDPE

HDPE & PVC- 18", 12", 6", 4" and 2" pipe

The successful bidder will be given an open purchase order number. Successful bidder must meet all City of Glendale liability insurance guidelines, standard \$1,000,000.00 insurance coverage applies additional information can be found at the following website: www.glendaleaz.com/purchasing

This blanket Purchase Order may be effective beginning July 1, 2013 and will end June 30, 2014.

A statement referencing the purchase order number is to be submitted to the attention of Ernle Ruiz, Landfill Supervisor, Field Operations at 6210 W. Myrtle, Suite #111 Glendale, Arizona 85301. The statement must have attached, signed, dated and priced individual invoices, delivery or pick-up receipts, to cover items received and accepted during the billing period.

Pricing Sheet: IF NOT APPLICABLE SIMPLY MARK N/A

Parts list & Pricing:

Material Type	Size	Quantity	Price
HDPE (FRIATEC)	6 inch fusion coupling	1	\$103.48
HDPE (FRIATEC)	4 inch fusion coupling	1	\$40.96
HDPE (FRIATEC)	2 inch fusion coupling	1	\$12.80
HDPE	18 inch pipe – 20 foot section	1	\$831.46
HDPE	12 inch pipe – 20 foot section	1	\$417.22

Landfill Request For Quotation

HDPE	6 inch pipe – 20 foot section	1	\$112.70
HDPE	2 inch pipe – 50 foot section		\$55.23
HDPE	6 inch 90° elbow	1	\$49.09
HDPE	6 inch 45° elbow	1	\$49.09
HDPE	6 inch "T"	1	\$62.25
HDPE	4 inch to 2 inch reducers	1	\$10.81
Schedule 80 PVC			
PVC	18 inch pipe – 20 foot section	1	\$1558.94
PVC	12 inch pipe – 20 foot section	1	\$615.94
PVC	6 inch pipe – 20 foot section	1	\$228.62
PVC	6 inch 90° elbow	1	\$41.87
PVC	6 inch 45° elbow	1	\$48.23
PVC	6 inch "T"	1	\$67.47
PVC	***2 inch spiral flex hose, 100 foot section – See note below.	1	\$597.50
		Grand Total	\$4903.66

***Note: The City of Glendale's system uses 2 inch spiral flex hoses to connect the wells to the laterals. This 2 inch spiral flex hose is an off size. Vendors need to make sure that the spiral flex hose will fit over a 2 inch PVC or HDPE pipe.

\$ 135.00 Field service hourly rate

\$ 202.50 Field service overtime rate

\$ 110.00 Service shop Rate

\$ See Attached Equipment Hourly Rates (additional sheets may be attached)

\$ TDB Delivery Fee's (if any)

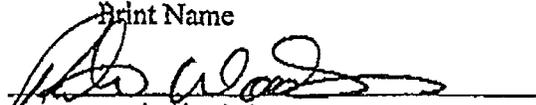
\$ 90.00 Travel Time (if any)

\$ N/A Mileage Rate (if any)

After 2:00pm Summer and 3:30pm Winter -Times to be considered after hours

Comply Yes Must have the ability to work on weekends and have an on call number for after hour emergency call backs.

Pete Woods
Print Name


Authorized signer

8-23-2013
Date

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

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

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

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

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

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

4. **Exceptions.**

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

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

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