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05/13/2014

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

PROJECT 121320

ROSE LANE PARK STORM DRAIN MODIFICATIONS

MARCH 2014

GLENDALE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
46617
THOMAS EDWARD
KACZMAROWSKI
Date Signed 03-31-14
ARIZONA, U.S.A.

EXPIRES 06-30-2016

CITY OF GLENDALE

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

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

MAYOR
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COUNCIL MEMBERS
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Brenda S. Fischer

CITY ATTORNEY
Michael D. Bailey

CITY CLERK
Pamela Hanna

ACTING CITY ENGINEER
Craig A. Johnson

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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. 121320 -ROSE LANE PARK STORM DRAIN MODIFICATIONS.** Project includes installation of 2 two-stage drywells with supplemental registration, approximately 120' of piping/couplings and reconstruction of 2 existing inlets per plan.

Bids must be received by the Engineering Department of the City of Glendale no later than 10:00a.m., March 27, 2014. 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.

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 $15.00 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 13 and 20, 2014
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 12 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 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 forty-five (45) 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. 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."

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

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

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

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

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

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

END OF INFORMATION FOR BIDDERS

PROPOSAL

Place 5850 W. GLENDALE AVE., GLENDALE AZ

Date 03/27/14

ACTION DIRECT LLC; dba REDPOINT CONTRACTING

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

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

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: **PROJECT 121320-ROSE LANE PARK STORM DRAIN MODIFICATIONS,** in strict conformity with the plans and specifications for the following unit prices:

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

BID SCHEDULE

PROJECT 121320 – ROSE LANE PARK STORM DRAIN MODIFICATION

Item No.	Description	Quantity	Unit	Unit cost	Total Cost
1	MOBILIZATION	1	LS	$3,500.00	$3,500.00
2	CONSTRUCTION MATERIALS TESTING	1	LS	$1,600.00	$1,600.00
3	INSTALL / REGISTER 2-CHAMBER DRYWELL PER PLAN / SPECIFICATIONS	2	EA	$21,220.00	$42,440.00
4	INSTALL 6" SCHEDULE 40 PIPE PER PLAN	120	FT	$27.00	$3,240.00
5	RECONSTRUCT EXISTING STORMDRAIN INLET PER PLAN	2	EA	$2,000.00	$4,000.00
6	DRAIN / PURGE EXISTING 24" PIPE PRIOR TO WORK – PLUG EXISTING LINE PER PLAN	1	LS	$4,100.00	$4,100.00
7	OWNERS ALLOWANCE FOR CONSTRUCTION CONTINGENCY	N/A	N/A	$5,000.00	$5,000.00
TOTAL BID					$63,880.00

SIXTY THREE THOUSAND EIGHT HUNDRED AND EIGHTY DOLLARS AND ZERO CENTS

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 #265009

ACTION DIRECT LLC; dba REDPOINT CONTRACTING
Contractor

By SCOTT MITCHELL

39506 N. DAISY MOUNTAIN DR., STE #122

PHOENIX, AZ 85086
(Complete business address)

Telephone Number: 602-792-0013
Fax Number 602-792-0016

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

— NONE —

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

Acknowledged by SCOTT MITCHELL

CITY OF GLENDALE

Subcontractor Listing and Certification of Contract Compliance

PROJECT 121320 - ROSE LANE PARK STORM DRAIN MODIFICATIONS

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**
TORRENT RESOURCES	DRYWELL	$35,000.00	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.

ACTION DIRECT LLC dba REDPOINT CONTRACTING
Name of Firm

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

SCOTT MITCHELL
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 Action Direct LLC, an Arizona limited liability company, d b.a Redpoint Contracting, , ("Contractor") as of the 13 day of May, 2014

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 forty five (45) 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 $63,880, 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-contactors 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. **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.

Redpoint Contracting
Attn: Scott Mitchell
2233 West Exupery Court
Anthem, Arizona 85086

(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 Tom Kaczmarowski
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

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

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

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a

written notice to Contractor identifying the designee(s) and their respective addresses for notices

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

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

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

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

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

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

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

13.2 Interpretation.

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

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

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

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement

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

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

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

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

14. **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 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:

City Attorney

Action Direct LLC
an Arizona limited liability company
d b a Redpoint Contracting

By Scott Mitchell
Its: Manager

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

EXHIBIT A
CONSTRUCTION AGREEMENT

Project includes installation of 2 two-stage drywells with supplemental registration, approximately 120' of piping/couplings and reconstruction of 2 existing inlets per plan

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 $63,880 00

DETAILED PROJECT COMPENSATION

As shown on Page 7 of the Bid Shcedule

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.

Project 121320

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 Contract Amount)

BOND NO. 70108476
Issued in Triplicate

KNOW ALL MEN BY THESE PRESENTS

That **Action Direct LLC dba Redpoint Contracting.** (hereinafter called Principal), as Principal and **The Guarantee Company of North America USA**, a corporation organized and existing under the laws of the State of **Michigan**, with its principal office in the County of **Southfield**, (hereinafter called the Surety), as Surety, are held and firmly bound unto **City of Glendale**, a municipal corporation, (hereinafter called the Obligee), in the amount of **Sixty Three Thousand Eight Hundred Eighty Dollars and No Cents ($63,880.00)**, 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 **13** day of **May 2014** to construct **Project 121320 – Rose Lane Park Storm Drain Modifications** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice of 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 29 day of May, 2014

Action Direct LLC dba Redpoint Contracting
Principal

By _____

The Guarantee Company of North America USA
Surety

By _____
Diane L. Arment (Attorney-in-Fact)

PAFFENBARGER & WALDEN, LLC
Agency Of Record
1819 E Morten Ave Suite 220
Phoenix, AZ 85020
Agency Address

Telephone Number 602-212-9160

Project 121320

STATUTORY LABOR AND MATERIALS 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 NO. 70108476
Issued in Triplicate

KNOW ALL MEN BY THESE PRESENTS

That **Action Direct LLC dba Redpoint Contracting** (hereinafter called Principal), as Principal and **The Guarantee Company of North America USA**, a corporation organized and existing under the laws of the State of **Michigan**, with its principal office in the County of **Southfield**, (hereinafter called the Surety), as Surety, are held and firmly bound unto **City of Glendale** a municipal corporation (hereinafter called the Obligee), in the amount of **Sixty Three Thousand Eight Hundred Eighty Dollars and No Cents ($63,880.00)**, 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 contract with the Obligee, dated the **13** day of **May 2014** for **Project 121320 – Rose Lane Park Storm Drain Modifications** which contract is hereby referred to and made a part thereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall promptly pay all monies due to all persons, supply 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 reovers judgment on this bond shall be entitled to such reasonable attorneys' fees as may be fixed by the court or a judge thereof

WITNESS our hands this 29 day of May, 2014.

Action Direct LLC dba Redpoint Contracting
Principal

By _____

The Guarantee Company of North America USA
Surety

By _____
Diane L. Arment (Attorney-in-Fact)

PAFFENBARGER & WALDEN, LLC
Agency Of Record
1819 E Morten Ave Ste 220
Phoenix, AZ 85020
Agency Address

Telephone Number 602-212-9160

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Andrew J Paffenbarger, Joseph A Clarken III, Scott Wareing, Diane L Arment, Jennifer Castillo
Paffenbarger & Walden, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9 03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003 The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority

1 To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2 To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3 In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond
4 In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C Ruschak, Sr. Vice President, COO **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA, that the seal affixed to said instrument is the Corporate Seal of said Company, that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 29 day of May , 2014

Randall Musselman, Secretary

REDPO-1 OP ID: EA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/29/2014

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 USI Insurance Services 301 W Warner Rd #113 Tempe, AZ 85284 Matt C DeVlieger	Phone: 480-820-4040 Fax: 480-730-1191
CONTACT NAME	
PHONE (A/C, No, Ext)	FAX (A/C, No)
E-MAIL ADDRESS	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A AMCO Insurance/Allied	19100
INSURER B Depositors Insurance Co.	42587
INSURER C SCF/Copperpoint	14216
INSURER D	
INSURER E	
INSURER F	

INSURED Redpoint Contracting
Action Direct, LLC DBA:
39506 N Daisy Mountain #122430
Phoenix, AZ 85086

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Deduct $0 GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC	X	X	ACP7234577836	07/01/2013	07/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	ACP7234577836	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ACP7234577836	07/01/2013	07/01/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	517310	07/01/2013	07/01/2014	X WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: 608 Rose Lane Park Storm Drain Modifications - 5099 W Marlette Ave, Glendale, AZ 85301 #121320

SEE ATTACHED FOR ADDITIONAL INSURED

CERTIFICATE HOLDER CITYG-1

City of Glendale, Arizona
5850 W Glendale Ave.
Glendale, AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matt DeVlieger

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NOTEPAD:	HOLDER CODE	CITYG-1	REDPO-1	PAGE 2
	INSURED'S NAME	Redpoint Contracting	OP ID: EA	DATE 05/29/14

RE: 608 Rose Lane Park Storm Drain Modifications - 5099 W Marlette Ave, Glendale, AZ 85301 #121320

City of Glendale, Arizona and Project Owner are additional insured for general liability per CG7323 11/11 and auto liability per AC0102 03/10. Coverage is primary & non-contributory. Waiver of Subrogation applies to general liability per CG7323 11/11, and auto liability per AC0101A 03/10, and workers compensation per WC000313.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LOST KEY COVERAGE

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

Limit of Insurance - The most we will pay for "loss" arising out of any one "occurrence" is $5,000.

SECTION V DEFINITIONS is amended as follows:

The following definition applies to Lost Key Coverage

"Loss" means unintentional physical damage or destruction to tangible property, including theft or disappearance. Tangible property does not include money or securities

VOLUNTARY PROPERTY DAMAGE

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

Limit of Insurance - The most we will pay for "loss" arising out of any one "occurrence" is $500.

SECTION V – DEFINITIONS is amended as follows:

The following definition applies to Voluntary Property Damage coverage:

"Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

NON-OWNED WATERCRAFT

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows.

g. Aircraft, Auto Or Watercraft (2) (a) is replaced with.

(a) Less than 51 feet long; and

EXPANDED PROPERTY DAMAGE COVERAGE

For the purposes of this endorsement only.

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows

a. Exclusions j.(3), j.(5), and j.(6) are deleted in their entirety

b. Exclusion j.(4) is deleted in its entirety and replaced by the following.

Personal property in the care custody or control of the insured.

1. for storage or sale at premises you own, rent or occupy; or
2. while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

c. The following exclusions are added:

1. The coverage provided by this endorsement does not apply to "property damage" arising out of the disappearance or loss of use of personal property
2. The coverage provided by this endorsement does not apply to "property damage" included in the "products-completed operations hazard"

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Limit of Insurance - The most we will pay for "property damage" provided by this coverage in any one "occurrence" is $5,000.

Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of $250.

This insurance is excess over any other valid and collectible insurance

DAMAGE TO PREMISES RENTED TO YOU

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph of **2. Exclusions** of is replaced by the following:

If **Damage to Premises Rented to You** is not otherwise excluded, exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III**-Limits of Insurance.

SECTION III – LIMITS OF INSURANCE, paragraph 6 is replaced with:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to $300,000

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4 **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

SUPPLEMENTARY PAYMENTS

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. **1. b.** replaced with:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies We do not have to furnish these bonds.

2. **1. d.** replaced with:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

NEWLY FORMED AND ACQUIRED ORGANIZATIONS

SECTION II – WHO IS AN INSURED is amended as follows:

1. **3. a.** is replaced with:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

ADDITIONAL INSURED – WHEN REQUIRED IN AN AGREEMENT OR CONTRACT WITH YOU PRIMARY AND NON-CONTRIBUTORY

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

4. Any person(s) or organization(s) with whom you have agreed in a valid written contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury".

   The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

   a. Lessors of Leased Equipment

   Maintenance, operation or use of equipment leased to you by such person or organization. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires

   However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment expires.

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b. Managers or Lessors of Premises

The ownership, maintenance or use of that part of the premises you own, rent, lease or occupy.

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 the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises

c. State or Political Subdivision - Permits

Operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to:

(1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors

"Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

(1) "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 survey services, including.

(a). The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders or drawings and specifications: or

(b) Supervisory, inspection, architectural or engineering activities

(2) "Bodily injury" or "property damage" occurring after:

(a) 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

(b) 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.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to paragraph **4 of SECTION II WHO IS AN INSURED**, Condition **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

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(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below, or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured's own insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability.

(e) That is any other insurance available to an additional insured under this endorsement covering liability arising out of the premises or operations, or products completed operations, for which the additional insured has been added as an additional insured by that other insurance

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.

(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 Coverage Part.

c. Method Of Sharing

If all of the other insurance available to the additional insured permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance available to the additional insured does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

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EMPLOYEE BODILY INJURY TO ANOTHER EMPLOYEE

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

Paragraphs **2.a.(1)(a), (b) and (c)** do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business

BROAD FORM NAMED INSURED

SECTION II – WHO IS AN INSURED The following Paragraph is added to **2.**

e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis

AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE The following paragraph is added to paragraph **2:**

The General Aggregate Limit under Section **III** Limits of Insurance applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

AGGREGATE LIMIT PER PROJECT

SECTION III – LIMITS OF INSURANCE The following paragraph is added to paragraph **2:**

The General Aggregate Limit under Section **III** Limits of Insurance applies separately to each of your construction projects away from premises owned by or rented to you

MEDICAL PAYMENTS

SECTION III – LIMITS OF INSURANCE, Paragraph **7.** is replaced:

7. Subject to **5.** above, the higher of:

a. $10,000, or

b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage **C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

KNOWLEDGE OF AN OCCURRENCE

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

e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.

f. The requirements in **Section IV – Conditions Paragraph 2.b.** will not be considered breached unless there is knowledge of occurrence as outlined in paragraph **e.** above

UNINTENTIONAL FAILURE TO DISCLOSE HAZARD

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **6. Representations** is amended to include:

d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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WAIVER OF SUBROGATION

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **8. Transfer of Rights of Recovery Against Others to Us** is amended to include:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards".

LIBERALIZATION

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **10. Liberalization** is added as follows.

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

BROADENED BODILY INJURY DEFINITION (MENTAL ANGUISH)

SECTION V – DEFINITIONS is amended as follows.

1. **3.** "Bodily injury" is deleted and replaced with the following.

   "Bodily injury" means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

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6 If "loss" results from the total theft of a covered "auto" of the private passenger type. we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension

7 Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA9923 on this policy

L. EXPANDED TRANSPORTATION EXPENSE

Paragraph A 4.a of the PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to us or we pay for its "loss"

M. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4 of the – PHYSICAL DAMAGE COVERAGE SECTION

c. We will pay for up to $5,000 for the expense of returning a stolen covered "auto" to you We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

N. NEW VEHICLE REPLACEMENT COST

The following is added to paragraph C Limit of Insurance of the PHYSICAL DAMAGE COVERAGE SECTION.

5 The provisions of paragraphs 1 and 3 do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight of 20,000 pounds or less which is a new vehicle

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased,

b. If it is available, the purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or

c The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership

We will not pay for initiation or set up costs associated with loans or leases

In this endorsement, a new vehicle means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

O. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of – BUSINESS AUTO and MOTOR CARRIER CONDITIONS SECTIONS

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. CHANGES FOR TRAILERS AND FARM EQUIPMENT

1. Under the COVERED AUTOS SECTION, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
   4 "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
   5. Farm wagons or farm implements while being towed by a covered "auto".

B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

2. Paragraph B 2 of the COVERED AUTOS SECTION is replaced by the following:
   2. If Symbol(s) 7 or 67 is entered next to coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
      a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
      b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

   The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is $100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in the LIABILITY COVERAGE SECTION of the Coverage Form

D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion in the LIABILITY COVERAGE SECTION is replaced by the following:

Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured" This exclusion applies even if the resulting "bodily injury" or "property damage":

a. is of a different kind, quality or degree than initially expected or intended; or
b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

E. ADDITIONAL EXCLUSIONS

The following exclusions are added to the LIABILITY COVERAGE SECTION:

Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

Abuse or Molestation

"Bodily Injury" or "property damage" arising out of:

a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
b. The negligent:
   1) Employment,

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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

Any and all Arizona projects. 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 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.)

Insurance Company: State Compensation Fund
Insured: Redpoint Contracting; Action Direct, LLC DBA:
Policy No 517310

Countersigned by

Endorsement Effective 7/1/13

© 1983 National Council on Compensation Insurance.

CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT 121320 - ROSE LANE PARK STORM DRAIN MODIFICATIONS

To the City of Glendale, Arizona

Gentlemen:

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

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

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

_____
Contractor

By _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public

My Commission Expires: _____

SUPPLEMENTAL GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

4. WITHDRAWAL OF PROPOSALS: No proposal shall be withdrawn following the opening and reading of the bids for a period of 50 days from the date of opening without the consent of the

contracting agency through the body or agent duly authorized to accept or reject the proposal.

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

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

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

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

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

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

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

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

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

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

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

be available to the Engineer.

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

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

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

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

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

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

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

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

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

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

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

19. MAINTENANCE OF IRRIGATION FACILITIES: Where irrigation facilities interfere with

construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

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

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

Arizona Public Service:	Mr. Bobby Garza	602-371-7989
Qwest:	Mr. Ron Floyd	602-630-1932
Salt River Power:	Mr. Al Baizel	602-236-0840
Cox Communications:	Mr. Randy Sims	623-694-9593
Cox Communications:	Ms. Suzanne Holzer	623-328-3522

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

22. UNDERGROUND UTILITIES' BEDDING: All water, sewer, storm drain, irrigation and other conduits installed within the City of Glendale shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of Section 601.4.6 of MAG Uniform Standard Specifications. The initial bedding under the pipe is required for pipe having an inside diameter of 12 inches or larger, and in all cases where rock larger than 1-1/2" is encountered in the trench bottom.

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

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

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

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

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

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

Subcontracts shall conform to the regulations governing employment of labor.

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

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

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

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

27. OVERTIME:

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

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

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

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

SPECIAL PROVISIONS

1. SCOPE OF WORK: Project includes installation of 2 two-stage drywells with supplemental registration, approximately 120' of piping/couplings and reconstruction of 2 existing inlets per plan.

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.

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) 915-2689, and mail the original to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301. Should any ambiguity arise between the Contract and these Conditions, the provisions of the Contract shall prevail.

END OF SUPPLEMENTAL GENERAL CONDITIONS

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 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.

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. 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.

8. AZPDES 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, statues, rules and regulations set forth by all federal, state and local governments and the Arizona Department of Environmental Quality in connection with AZPDES requirements and laws and regulations appertaining to air, groundwater, stormwater and surface water quality.

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

9. 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 preformed 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 1*" 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 CONSTRUCTION MATERIALS SAMPLING AND TESTING.

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	16Kg
	SPECIFIC GRAVITY (COARSE & FINE)	A.S.T.M. C-127 C-128	1 - PER DAY	10Kg
	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/D-6927	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 1.05.2015

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 yrs 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-2050 / 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% - Marshall Density	ASTM D-[illegible]
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.

[illegible]

10. 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 $5,000. All work under this section shall include but is not limited to all necessary materials, tools, layout, survey and labor required to complete each task.

Measurement and payment for this item shall be made on an individual basis per task and as described

above. Limit for this item is set at $5,000 on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY.

END OF SPECIAL PROVISIONS

PART 1 - GENERAL

Work Specified Herein

All labor, materials, equipment and services necessary to furnish and install the drainage system as indicated or specified as shown on project plans.

Substitutions and "Equals"

1.1 When a product (i.e., any material, process or equipment) is specifically identified by patent or proprietary name, detail, trade name or by name of manufacturer - and regardless of whether or not is followed by the words "or equal", "or approved equal" or "or equivalent" - it is done to establish a standard of quality for protection of Owner, is intended to be descriptive and is not intended to limit competition or to restrict the use of materials which may be equal to or better than the named product.

1.2 A bidder may substitute an alternative product for a product specifically identified, provided that: (a) the alternative product is specifically identified in the bid; (b) the alternative product is equal to or better than the specified product in all essential characteristics; and (c) prior approval of the alternative product has been obtained from the City's project manager.

1.3 A bidder desiring to substitute an alternative product for a product specifically identified shall submit a written request for prior approval to the City's Project Manager at least ten (10) days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the identified product for which substitution is proposed and a complete description of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including (a) the name or other identification of the product, (b) any drawings, cuts, performance, technical and test data for the product, and (c) any other information, reports and reviews relevant and necessary for evaluation of the proposed alternative product.

1.4 The burden of proving the equality or superiority of the alternative product proposed for substitution is upon the bidder. Any proposed alternative product must be compatible with, and have the capability of tying into, existing systems where they occur. (Contractor shall pay for all modifications or alterations required in the use of any approved substituted products)

1.5 The City Engineer (or, where applicable, the City's project manager) shall consider and either approve or reject all alternative product proposals and shall comply with the following:

1.5.1 If approved, the bidding documents shall be modified to include the alternative product proposal. A written addendum will be issued at least

five (5) days prior to the deadline for receiving bids to all bidders on record who have obtained the initial bid documents.

1.5.2 If rejected, written notice of the rejection shall be given to the proposer prior to the deadline for receiving bids. Notice shall include a description of the rejected product.

Quality Assurance

Specification is based on ***MaxWell® Plus*** storm water drywells. The owner shall employ, at his expense a qualified, licensed contractor to construct and install the drywells which shall be Torrent Resources, Inc., Phoenix, Arizona or a prior approved A-General Engineering Contractor with not less than five successfully completed contracts with similar soil conditions, depths and volumes of work contained in this project. Submit satisfactory compliance to owner prior to issuance of contract.

Site Investigation

Bidders are expected to visit the site to form their own conclusions as to the character of the work under this section.

Stake out all work and verify as to location and elevation. Carefully maintain all benchmarks, monuments and other reference points; if disturbed or destroyed, replace as directed.

Final Drywell Depth

The final drywell depth shall be determined by the minimum penetration requirement and may vary from the base drywell depth shown on project plans. In accordance with applicable drainage ordinances and to insure proper drainage, a minimum penetration of ten (10) feet into clean permeable porous soils continuous to the termination of the well is required.

PART 2 - PRODUCTS

Materials

Pre-cast Liner. Reinforced 4000 PSI concrete. 48" I.D., 54" O.D. with eight (8) 1.25" diameter holes per foot where noted.

Manhole Cone. Pre-cast, conforming to ASTM C478 with modified flat bottom.

Overflow Pipe. Minimum 8" I.D. Schedule 40 Poly Vinyl Chloride (PVC) solid wall

Brackets. Formed 12 gauge steel, fusion bonded epoxy coated.

Drainage Pipe. 100 PSI minimum PVC pipe or ADS highway grade pipe, mated to the overflow pipe with a suitable coupling.

Rings and Grates.	24"Ø minimum nominal metal castings conforming to MDI #3024B Specifications. The rings and grates shall be bolted in two (2) locations and suitable for light traffic with "Storm Water Only" cast into the grating surface.
Rock.	Washed rock uniformly graded between 3/8" and 1 1/2", sized to compliment soil conditions.
Drainage Fabric.	Mirafi 140NL fabric or approved equal.
Drainage Screen.	Minimum 6" I.D., Schedule 40 PVC slotted screen with 0.120 slots continuous, with a minimum of 160 slots/foot. 120" overall length, with a suitable coupling.
Debris Shield.	Rolled 16 gauge steel x 24" length, with rolled 16 gauge x .265" maximum SWO flattened expanded steel internal screen x 12" length. Fusion bonded epoxy coated. Equipped with anti-siphon vent and screen.
Moisture Membrane.	Polyethylene liner with 6 mil. thickness, conforming to ASTM D-2103.
Absorbent.	Hydrophobic petrochemical sponge with minimum four (4) quart capacity used in all well and interceptor chambers.

Interceptor/Existing Well Connecting Pipe

Four-inch I.D. Schedule 40 PVC solid wall pipe, with screened inlet and flow regulator.

Trench Backfill

Connecting pipe trench backfill shall be one (1) sack ABC concrete slurry extending from trench bottom to approximate 1' to the top of pipe. Remaining trench backfill shall be native material taken from the excavation and compacted to 95% of ASTM D-698. The annular space around the well chambers shall be backfilled with (1) sack ABC concrete slurry.

Concrete/Pipe Connections

All pipe inlets in pre-cast liner or concrete structure shall be sealed with Speed-Crete® or approved equal. Connecting pipe shall be 6" diameter for the dual chambered system.

PART 3 - EXECUTION

Installation

Install units at locations indicated in strict accordance with detail as shown on project plans.

The drilled holes shall be of the diameter shown on the plans. Reaming or piloting is only allowed for the settling chamber excavation, and the hole shall be drilled in a manner to maintain maximum permeability of soils.

The drainage pipe and drainage screen shall be suspended during backfilling operations. The rock backfill shall be placed with care to prevent buckling or breakage of the drainage pipe and screen.

The pre-cast liner shall be centered in the drilled shaft, and the sections carefully aligned to maximize the bearing surfaces of the liner walls.

Filter fabric shall be placed at the bottom of the settling chamber. The filter fabric shall be placed tightly against the pre-cast liner and overflow pipe.

The ring and grate shall be set to the rim elevation shown on the plans or to match existing grades, and shall be secured to the cone with mortar.

Upon completion of each drywell, a layer of UV stabilized Mirafi 100X fabric shall be placed over the grate and banded in place. The fabric shall not be removed until after landscaping regarding and any necessary irrigation repairs are complete.

Install polyethylene membrane over the top of the rock fill.

Clean up all debris and remove all excess excavated soil from the site and legally dispose of same at the contractors expense.

Obstructions

If rock, boulders or other unforeseen obstructions are encountered which cannot be removed by standard drywell excavation methods and, if such obstructions are not indicated by available subsurface data, removal of such obstructions will be paid for in accordance with the terms of the contract relative to changes in the work with verification and approval by the Inspector.

Classification of Rock

Rock or rock like soils are defined as material which cannot be drilled with a conventional bucket auger equipped with standard teeth, and that require the use of carbide teeth, special rock core barrels, air tools, blasting and/or other methods of special excavation.