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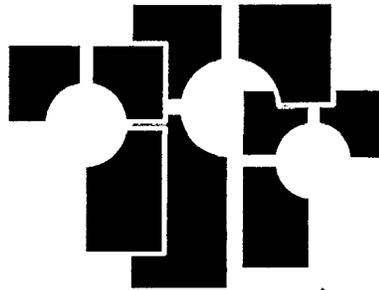
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05/27/2014

PROJECT SPECIFICATIONS AND
CONTRACT DOCUMENTS

PROJECT NO. 131420

UTILITY CUT REPAIRS AND CONCRETE WORK FY 2014/2015

APRIL 2014



GLENDALE



Expires 9/30/2015

CITY OF GLENDALE

ENGINEERING DEPARTMENT

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



Engineering Department
Memorandum

DATE: April 16, 2014
TO: All Plan and Specification Holders
FROM: Public Works/Engineering
SUBJECT: PROJECT NO. 131420 - UTILITY CUT REPAIRS AND CONCRETE WORK FY 2014/2015

ADDENDUM NO. 1

In accordance with the contract documents "Information for Bidders," Page 4, Section 11. CHANGES TO PLANS AND DOCUMENTS, the following revisions to the plans and specifications shall become a part of the contract documents and the bidder shall acknowledge receipt thereof as directed in Section 12. ADDENDUM, of the Information for Bidders.

ADDITION TO SPECIAL PROVISIONS ITEM 30. MEASUREMENT AND PAYMENT:

If the depth of material installed exceeds the depth of material as specified in the Special Provisions and Bid Schedule the Contractor will be allowed to increase the unit cost on proportionally. The Contractor must report this condition to the City Project Inspector prior to proceeding with the work.

THIS ADDENDUM CONSISTS OF ONE PAGE



Expires 9/30/2015

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

MAYOR

Jerry P. Weiers

COUNCIL MEMBERS

Norma S. Alvarez

Samuel U. Chavira

Ian Hugh

Yvonne J. Knaack

Manuel D. Martinez

Gary D. Sherwood

CITY MANAGER

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. 131420 UTILITY CUT REPAIRS AND CONCRETE WORK FY 2014/2015**. The work includes utility cut repairs for roadway and sidewalk areas, and general asphalt and concrete repairs. The City requires the services of a contractor to repair asphalt and concrete after the City has completed utility pipe excavation repairs, and to make general pavement and concrete repairs at various locations throughout the city. The utility cut repairs contract will be in effect for one year.

Bids must be received by the Engineering Department of the City of Glendale no later than 3:00p.m., April 17, 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.

A pre-bid conference will be held on April 10, 2014, at 10:00a.m., in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

Plans, specifications and contract documents may be examined, and copies may be obtained at City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona. A non-refundable charge of \$10.00 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

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. **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.

4. **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.

5. **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.

6. **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.

7. **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.**

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

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

This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision. These limits may be met through a combination of primary and excess liability coverage.

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

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

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS: 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.

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

12. 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.

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

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

15. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within 365 consecutive calendar days (July 1, 2014 to June 30, 2015) from and including the date of receipt of such Notice to Proceed. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

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

17. PRE-BID CONFERENCE: A pre-bid conference will be held on April 10, 2014, at 10:00a.m., in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions

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 City of Glendale Engineering Dept.

Date April 17, 2014 mb

Proposal of NPL Construction, a Corporation organized and existing under the laws of
the State of ^{Co. mb} ~~Arizona~~ a partnership consisting of _____; or an
individual trading as ^{Nevada} _____.

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 131420 - UTILITY CUT REPAIRS AND CONCRETE WORK FY 2014/2015**, in strict conformity with the plans and specifications for the following unit prices:

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

BID SCHEDULE

PROJECT NUMBER: 131420

PROJECT NAME: UTILITY CUT REPAIRS AND CONCRETE WORK FY 2014/2015

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

PRICING STRUCTURE

Item No.	Description of Materials and/or Services	Unit	Unit Cost
GROUP ONE – Asphalt Utility Cut Repairs			
1.	Utility Cut Asphalt Pavement Repairs	SY	\$59.50
GROUP TWO – Concrete Utility Cut Repairs			
2.	Construct curb and gutter (MAG Detail 220A)	LF	\$32.66
3.	Construct curb and gutter (MAG Detail 220C)	LF	\$32.66 MB
4.	Construct concrete sidewalk	SF	\$12.54
5.	Adjust valve box; remove and replace concrete ring around valve box & cover	EA	\$380.00
6.	Adjust manhole frame; replace concrete ring around manhole frame & cover	EA	\$425.00
7.	Traffic Control Allowance for work under Groups One & Two	LS	\$25,000.00
END GROUPS ONE & TWO			
GROUP THREE – General Asphalt Repairs			
8.	Saw cut and removal of asphalt pavement (Quantities up to 80 s.f.)	SF	\$1.50
9.	Mechanical profiling of asphalt pavement (Quantities up to 80 s.f.)	SF	\$3.50
10.	Subgrade preparation (Quantities up to 80 s.f.)	SF	\$2.00
11.	Installation of New EVAC 12.5 mm AC @ up to 3 inch depth (Quantities up to 80 s.f.)	SF	\$6.05
12.	Installation of New EVAC 19 mm AC @ 3 inch depth (Quantities up to 80 s.f.)	SF	\$6.05
13.	Saw cut and removal of asphalt pavement (Quantities greater than 80 s.f.)	SF	\$1.50
14.	Mechanical profiling of asphalt pavement (Quantities greater than 80 s.f.)	SF	\$3.45

PRICING STRUCTURE Continued

Item No.	Description of Materials and/or Services	Unit	Unit Cost
15.	Subgrade preparation (Quantities greater than 80 s.f.)	SF	\$2.75
16.	Edge Milling	LF	\$4.50
17.	Adjust to grade – Manhole frame and cover	EA	\$425.00
18.	Adjust to grade- valve box and cover	EA	\$380.00
19.	Replace valve box and cover (new)	EA	\$380.00
20.	Re-install survey monument marker per MAG 120-1	EA	\$478.00
GROUP FOUR – General Concrete Repairs			
21.	Remove and replace curb and gutter	LF	\$32.66
22.	Remove and replace concrete sidewalk	SF	\$12.54
23.	Remove misc. slab concrete - up to 5" thick	SF	\$3.25
24.	Remove misc. slab concrete -5" to 10" thick	SF	\$3.74
25.	Remove and replace driveway at 8" thick	SF	\$18.73
26.	Remove and replace ADA ramp	SF	\$28.72
27.	Install new Sidewalk – up to 5" thick	SF	\$12.54
28.	Install new concrete curb & gutter	LF	\$32.66
29.	Prepare subgrade for concrete work per MAG Section 301	SF	\$2.25
30.	Traffic Control Allowance for work under Groups Three & Four	LS	\$25,000.00
END GROUPS THREE & FOUR:			

THE NOT-TO-EXCEED AMOUNT FOR GROUPS ONE, TWO, THREE & FOUR:	\$900,000.00
--	---------------------

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

ESTIMATED QUANTITIES: Quantities will be established during the course of the work and the City is not obligated to order or accept more than the City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period. No commitment of any quantity is made under this contract and services are on an as-needed basis. The not-to-exceed amount shall include all fees and costs associated with the work.

TYPE OF AWARDS:The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" offers shall be rejected.

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,

NPL Construction Co.

Contractor

By Matt Godfrey

Matt Godfrey, Regional Manager

12268 N. 92nd Dr.; Peoria, AZ 85381

(Complete business address)

Telephone Number: (623) 878-9115 ^{MT}

Fax Number (623) 878-9119

Arizona Contractor's
Classification and
License No.

ROC155409A

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

Addendum No. 1

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

Acknowledged by Matt Godfrey

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and NPL Construction Co., a Nevada corporation, authorized to do business in Arizona ("Contractor") as of the 27 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 and Term.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. As provided in in **Exhibit A**, the Project shall be completed by no later than within three hundred sixty five (365) consecutive calendar days from the effective date of this agreement. This agreement shall terminate on the one-year anniversary of its effective date and shall not be extended or renewed, unless such term is amended in a written agreement signed by both parties.

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 \$899,773 00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation")

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

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

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

5. **Billings and Payment.**

5.1 **Applications.**

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

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

5.2 **Payment.**

(A) After a full and complete Payment Application is received, City will process and remit payment within 30 days

(B) Payment may be subject to or conditioned upon City's receipt of

(1) Completed work generated by Contractor and its Sub-contractors, and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement

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

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers

(D) City will temporarily withhold Compensation amounts as required by A R S 34-221(C)

6. **Termination.**

6.1 **For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written

termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery

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

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

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand, however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater

7. Insurance.

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

- (A) Contractor and Sub-contractors Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed
- (B) General Liability
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision
 - (4) These limits may be met through a combination of primary and excess liability coverage
- (C) Auto A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles
- (D) Workers' Compensation and Employer's Liability A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law
- (E) Equipment Insurance Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors
- (F) Notice of Changes Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies,
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies, and

- (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement

(G) Certificates of Insurance

- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section
- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section
- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement

(H) Other Contractors or Vendors

- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement
- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e g , the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance)

(I) Policies Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds
- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties

7.2 Sub-contractors.

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

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense", collectively, "Demands or Expenses") asserted by a third-party (i e a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project

- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

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

8. Immigration Law Compliance.

8 1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A R S § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A R S § 23-214(A) which requires registration and participation with the E-Verify Program

8 2 Any breach of warranty under subsection 8 1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement

8 3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8 1 above

8 4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8 1 above Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8

8 5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City

8 6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement

8 7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program

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

10. **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

NPL Construction Co
 Attn Matt Godfrey
 12268 North 92nd Drive
 Peoria, Arizona 85381

- (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 Bill Passmore
 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

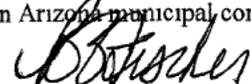
14. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City

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

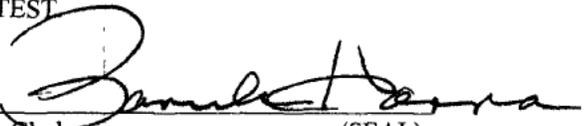
Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

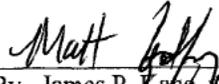
ATTEST


City Clerk (SEAL)

APPROVED AS TO FORM


City Attorney

NPL Construction Co
an Nevada corporation


By ~~James P. King~~ Matt Godfrey
Its ~~President~~ Regional Manager

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

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

The work includes utility cut repairs for roadway and sidewalk areas, and general asphalt and concrete repairs. Services required repair asphalt and concrete after the City has completed utility pipe excavation repairs, and to make general pavement and concrete repairs at various locations throughout the city. The utility cut repairs contract will be in effect for one year.

**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 \$899,773

DETAILED PROJECT COMPENSATION

Per the unit costs shown on pages 8 & 9 of the Bid Schedule

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1 1 Commitment The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner
- 1.2 Application The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement
- 1 3 Initiation A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement
- 1 4 Informal Resolution When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute
- (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible,
- (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
- (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute

2. Arbitration.

- 2 1 Rules If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator
- (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years
- 2 2 Discovery The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute
- 2 3 Hearing The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs
- 2 4 Award At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages

2 5 Final Decision The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded This decision will be final and binding on the Parties

2 6 Costs The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs

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

4. **Exceptions.**

4 1 Third Party Claims City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor

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

4 3 Governmental Actions This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity

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

KNOW ALL MEN BY THESE PRESENTS:

That NPL Construction Co. (hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of MA with its principal office in the City of Boston, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation, (hereinafter called the Obligee), in the amount of Eight Hundred Ninety-Nine Thousand Seven Hundred Seventy-Three and NO/100 Dollars (\$899,773.00), 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 ___ day of , 20___, to construct **PROJECT 131420 - UTILITY CUT REPAIRS AND CONCRETE WORK FY 2014/2015**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this 9th day of June, 2014.

NPL Construction Co.
Principal Seal

By Matt Galy
Liberty Mutual Insurance Company
Brandy L. Baich
Surety Brandy L. Baich, Attorney-in-Fact Seal

Willis of Arizona, Inc.
Agency of Record

16220 N. Scottsdale Rd. #600
Scottsdale, AZ 85254
Agency Address

Telephone Number: (602) 787-6004

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED Bond No. 024057261
 STATUTORY PAYMENT BOND PURSUANT TO TITLE 34, Executed in triplicate
 CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
 (Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, NPL Construction Co. (hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of MA with its principal office in the City of Boston, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation, (hereinafter called the Obligee), in the amount of * Eight Hundred Ninety-Nine Thousand Seven Hundred Seventy-Three and NO/100 Dollars (\$ 899,773.00), 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 day of 20, to construct **PROJECT 131420 - UTILITY CUT REPAIRS AND CONCRETE WORK FY 2014/2015** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this 9th day of June, 2014.

NPL Construction Co. Seal
 Principal

By *Matt Wolf*

Liberty Mutual Insurance Company
Brandy L. Baich

Surety Brandy L. Baich, Attorney-in-Fact Seal

Willis of Arizona, Inc.
 Agency of Record

16220 N. Scottsdale Rd. #600
 Scottsdale, AZ 85254 Address
 Agency

Telephone (602) 787-6004

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated

Certificate No 6570384

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy L. Baich, David G. Jensen, Erin Brown, Terry Crull, Vicki L. Breunig

all of the city of Scottsdale, state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2014



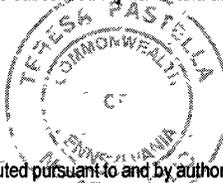
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written



By Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows

ARTICLE IV - OFFICERS - Section 12 Power of Attorney Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5 Surety Bonds and Undertakings Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of JUNE, 2014



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for currency rate, interest rate or residual value guarantees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2014

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 MARSH, INC ATTN RAFFLES ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 Attn Fax (248) 945-5650 00046 -00046-RAF-14/15	CONTACT NAME PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A	Zurich American Insurance Company	16535
INSURED NPL CONSTRUCTION CO 2355 WEST UTOPIA RD PHOENIX, AZ 85027	1002	INSURER B	American Zurich Insurance Company	40142
		INSURER C		
		INSURER D		
		INSURER E		
		INSURER F		

COVERAGES **CERTIFICATE NUMBER:** CHI-004949442-02 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU coverage is included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GLO6510145-24	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		BAP6510146-24 (LIABILITY ONLY)	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC6510563-17	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Glendale is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions
WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA, AND WY), PUERTO RICO OR THE VIRGIN ISLANDS

CERTIFICATE HOLDER City of Glendale, Arizona 5850 West Glendale Avenue 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 of Marsh USA Inc John C Hurley
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ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC		INSURED NPL Construction Co Area #1002Attn Roni Reeves	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE 06/20/2014	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE _____

Coverage Combined Inland Marine
Carrier Travelers Property Casualty Co of America

A M Best Rating. A+ XV
Policy No QT6303123N554TIL14

Effective 4/1/14
Expiration 4/1/15

Maximum Amount of Payment \$ 25,000,000 (Equipment - Not Rolling Stock)

Property \$ 23,775,247
Stock \$ 38,081,637
Flood(2355 W Utopia Rd Phoenix, AZ) \$ 2,000,000
Flood (Excluding Zone A & V) \$ 1,000,000
Earthquake \$ 1,000,000

Deductibles
Building/Personal Property \$ 75,000
Flood \$ 100,000
Earthquake \$ 100,000
Valuation Replacement Cost

Installation Floater
Limit of Liability \$ 3,000,000 each occurrence
Temporary Storage \$ 500,000
Transit Coverage \$ 500,000
Riggers Liability \$ 250,000
Deductible \$ 25,000

Contractors Equipment
Owned Equipment \$ 118,795,886
Valuation ACV except Replacement Cost for 5 years old or newer
Leased or Rented \$1,000,000 Any One Item
Valuation. Legal Liability up to Replacement Cost
Deductible \$ 100,000
Coinsurance 80%

EDP
Included in Blanket Property Limit shown above
Basic and Breakdown deductible \$ 100,000
Valuation Replacement Cost

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization other than an Architect, Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement, executed prior to loss, except where such contract or agreement is prohibited by law.	Any location or project where you have agreed, through written contract, agreement or permit, executed prior to loss, to provide additional insured coverage except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement, or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization other than an Architect Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>	<p>Any location or project where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage except where such contract or agreement is prohibited by law.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "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 for the additional insured(s) at the location(s) designated above

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

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

This insurance does not apply to "bodily injury" or "property damage" occurring after

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

Other Insurance Amendment – Primary And Non-Contributory



Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer No	Add'l Prem	Return Prem
GLO6510145-24	4/01/2014	4/01/2015	4/01/2014			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured NPL Construction Company

Address (including ZIP Code)

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that

- a. The additional insured is a Named Insured under such other insurance, and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**

This insurance is excess over

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit" This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis

All other terms and conditions of this policy remain unchanged

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement, or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

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 person or organization for whom you are required by written contract or agreement to obtain this waiver of rights 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.)

Endorsement	Effective	Policy No	Endorsement No
	4/01/2014	WC6510563-17	
Insured NPL Construction Company			Premium \$
Insurance Company		Countersigned by _____	



ZURICH

General Liability Extended Coverages

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer No	Add'l Prem	Return Prem
GLO6510145-24	4/01/2014	4/01/2015	04/01/2014			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the
Commercial General Liability Coverage Part

The following changes apply to this Coverage Part

A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following

2. Each of the following is also an insured

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for

(1) "Bodily injury" or "personal and advertising injury"

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company),
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above, or
- (c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of
 - (1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or
 - (2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional

B. Additional Insureds– Lessees Of Premises

- 1. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee

However, the insurance afforded to such additional insured

- a. Only applies to the extent permitted by law,
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured, and

- c. Ends when the person or organization ceases to lease or rent premises from you
- 2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**

The most we will pay on behalf of the additional insured is the amount of insurance

- a. Required by the written contract or written agreement referenced in Subparagraph B.1. above (of this endorsement), or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less

This Paragraph B. shall not increase the applicable Limits of Insurance shown in the Declarations

C. Additional Insured – Vendors

- 1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard"

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph C. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

However, the insurance afforded to such vendor

- a. Only applies to the extent permitted by law,
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor
- 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply
 - a. The insurance afforded the vendor does not apply to
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
 - (2) Any express warranty unauthorized by you,
 - (3) Any physical or chemical change in the product made intentionally by the vendor,
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to
 - (a) The exceptions contained in Subparagraphs (4) or (6) above, or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products

- b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products
- c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part

3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – Limits Of Insurance

The most we will pay on behalf of the vendor is the amount of insurance

- a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement), or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less

This Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, leakage from fire extinguishing equipment, including sprinklers, or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following

- 6. Subject to Paragraph 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 one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner

E. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following

2. Exclusions

This insurance does not apply to

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement

This exclusion does not apply to

- (1) Liability for damages that the insured would have in the absence of the contract or agreement, or
- (2) Liability for "personal and advertising injury" if

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment,

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement, and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement, and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance

F. **Medical Payments – Increased Reporting Period**

Paragraph 1. a. of Section I - **Coverage C – Medical Payments** is replaced by the following,

a. We will pay medical expenses as described below for "bodily injury" caused by an accident

(1) On premises you own or rent,

(2) On ways next to premises you own or rent, or

(3) Because of your operations,

provided that

(a) The accident takes place in the "coverage territory" and during the policy period,

(b) The expenses are incurred and reported to us within three years of the date of the accident, and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require

G. **Supplementary Payments**

The following changes apply to **Supplementary Payments – Coverages A and B**

Paragraphs 1.b. and 1.d. are replaced by the following

b. Up to \$2,500 for the 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

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

H. **Broadened Property Damage**

1. **Elevator Property Damage**

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 any one "occurrence"

2. **Property Damage To Borrowed Equipment**

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 any one "occurrence"

I. **Expected or Intended Injury or Damage**

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

a. **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property

J. **Definition – Bodily Injury**

Definition 3. in Section V – **Definitions** is replaced by the following

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease

K. **Insured Status – Amateur Athletic Participants**

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities However, no such person is an insured for

a. "Bodily injury" to

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities, or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities, or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by

- (1) Your "employee", "volunteer worker" or any person you sponsor, or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company)

L. **Aircraft, Auto Or Watercraft**

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured Use includes operation and "loading or unloading"

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured

This exclusion does not apply to

- (1) A watercraft while ashore on premises you own or rent,
- (2) A watercraft you do not own that is
 - (a) Less than 51 feet long, and
 - (b) Not being used to carry persons for a charge,
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured,
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft, or
- (5) "Bodily injury" or "property damage" arising out of
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged, or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"

M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. Definitions **10.** and **19.** in Section **V -- Definitions** are replaced by the following
 10. "Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business "Leased worker" does not include a "temporary worker"
 19. "Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions "Temporary worker" does not include a "leased worker"
2. The following definition is added to Section **V – Definitions**:

"Labor leasing firm" means any person or organization who hires out workers to others, including any

 - a. Employment agency, contractor or services,
 - b. Professional employer organization, or
 - c. Temporary help service

N. Definitions – Your Product and Your Work

Definitions **21.** and **22.** in Section **V – Definitions** are replaced by the following

21. "Your product"
 - a. Means

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by
 - (a) You,
 - (b) Others trading under your name, or
 - (c) A person or organization whose business or assets you have acquired, and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products
- b. Includes
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product", and
 - (2) The providing of or failure to provide warnings or instructions
- c. Does not include vending machines or other property rented to or located for the use of others but not sold

22. "Your work"

- a. Means
- (1) Work, services or operations performed by you or on your behalf, and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations
- b. Includes
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work", and
 - (2) The providing of or failure to provide warnings or instructions

O. Priority Of Limits

The following paragraph is added to Section III – **Limits Of Insurance**

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order

- (a) You,
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees", and
- (c) Any other insured in any order that we choose

P. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim

Q. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are 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 except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that

- (1) The additional insured is a Named Insured under such other insurance, and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities

b. Excess Insurance

- (1) This insurance is excess over

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

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work",
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner,
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) 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,
- (iv) 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**, or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to
 - (i) Equipment you borrow from others at a jobsite, or
 - (ii) Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities

- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an

additional insured on another policy providing coverage for the same "occurrence", claim or "suit"
This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis

R. Unintentional Failure to Disclose All Hazards

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following

6. Representations

By accepting this policy, you agree

- a. The statements in the Declarations are accurate and complete,
- b. Those statements are based upon representations you made to us, and
- c. We have issued this policy in reliance upon your representations

Coverage will continue to apply if you unintentionally

- i. Fail to disclose all hazards existing at the inception of this policy, or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part

S. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following

8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest

T. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy

All other terms and conditions of this policy remain unchanged



ZURICH

Coverage Extension Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer No	Add'l Prem	Return Prem
BAP6510146-24	4/01/2014	4/01/2015	4/01/2014			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**

The following are also "insureds"

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form, and

b. Any

(1) Overdue lease or loan payments at the time of the "loss",

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage,

(3) Security deposits not returned by the lessor,

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease, and

(5) Carry-over balances from previous leases or loans

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto",
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto", or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto"
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are
 - (1) Personal property owned by an "insured", and
 - (2) In or on a covered "auto"
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of
 - (1) The reasonable cost to replace, or
 - (2) The actual cash value
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto" No deductible applies to this coverage However, we will not pay for "loss" to personal effects of any of the following
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals, furs or fur garments, jewelry, watches, precious or semi-precious stones
 - (3) Paintings, statuary and other works of art
 - (4) Contraband or property in the course of illegal transportation or trade
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss"

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices

 - (a) Are the property of an "insured", and
 - (b) Are in a covered "auto" at the time of "loss"

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500 The **Physical Damage Coverage Deductible** Provision does not apply to such "loss"

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy

Include, as soon as practicable

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit",
- (2) The "insured's" name and address, and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following

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

- (1) Any covered "auto" you lease, hire, rent or borrow, and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition

However, we will not deny coverage under this Coverage Form if you unintentionally

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form, or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured" This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type We will pay only for those covered "autos" for which you carry either 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 use or we pay for its "loss"

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500 The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage

All other terms, conditions, provisions and exclusions of this policy remain the same



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Blanket E Notification to Others of Cancellation

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer No	Add'l Prem	Return Prem
BAP6510146-24	4/01/2014	4/01/2015	4/01/2014			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification providing 60 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will deliver electronic notification providing 10 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured
- C.** The Schedules described in Paragraphs **A.** and **B.** of this endorsement
 - 1.** Must be initially provided to us within 15 days
 - a.** After the beginning of the policy period shown in the Declarations, or
 - b.** After this endorsement has been added to the policy,
 - 2.** Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled,
 - 3.** Must be in an electronic format that is acceptable to us, and
 - 4.** Must be accurate

Such Schedules may be updated and provided to us by the first Named Insured during the policy period. Such updated Schedules must comply with Paragraphs **2.**, **3.** and **4.** above
- D.** Our delivery of the electronic notification as described in Paragraphs **A.** and **B.** of this endorsement will be based on the most recent Schedules in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured
- E.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.**, **B.** and **D.** of this endorsement
- F.** Our delivery of electronic notification described in Paragraphs **A.**, **B.** and **D.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not
 - 1.** Extend the Coverage Part cancellation date,
 - 2.** Negate the cancellation, or
 - 3.** Provide any additional insurance that would not have been provided in the absence of this endorsement
- G.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedules provided to us as described in Paragraphs **A.**, **B.**, **C.** and **D.** of this endorsement

All other terms and conditions of this policy remain unchanged

BLANKET E NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy

PART SIX – CONDITIONS**Notification To Others Of Cancellation**

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification providing 60 days notice that such policy is being cancelled to each person or organization shown in a Schedule provided to us by you
2. If we cancel this policy by written notice to you for nonpayment of premium, we will deliver electronic notification providing 10 days notice that such policy is being cancelled to each person or organization shown in a Schedule provided to us by you
3. The Schedules described in Paragraphs 1. and 2. of this endorsement
 - a. Must be initially provided to us within 15 days
 - (1) After the beginning of the policy period shown in the Declarations, or
 - (2) After this endorsement has been added to the policy,
 - b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled,
 - c. Must be in an electronic format that is acceptable to us, and
 - d. Must be accurateSuch Schedules may be updated and provided to us by you during the policy period. Such updated Schedules must comply with Paragraphs b., c. and d. above
4. Our delivery of the electronic notification as described in Paragraphs 1. and 2. of this endorsement will be based on the most recent Schedules in our records as of the date the notice of cancellation is mailed or delivered to you
5. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs 1., 2. and 4. of this endorsement
6. Our delivery of electronic notification described in Paragraphs 1., 2. and 4. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not
 - a. Extend the policy cancellation date,
 - b. Negate the cancellation, or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement
7. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedules provided to us as described in Paragraphs 1., 2., 3. and 4. of this endorsement

All other terms and conditions of this policy remain unchanged

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/01/2014
Insured NPL Construction Company

Policy No WC6510563-17

Endorsement No
Premium \$

Insurance Company

U-WC-332-A

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CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT 131420 - UTILITY CUT REPAIRS AND CONCRETE WORK FY 2014/2015

To the City of Glendale, Arizona

Gentlemen:

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

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

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

Contractor

By _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

My Commission Expires: _____

SUPPLEMENTAL GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **UNDERGROUND UTILITIES' BEDDING:** All water, sewer, storm drain, irrigation and other conduits installed within the City of Glendale shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of Section 601.4.6 of MAG Uniform Standard Specifications. The initial bedding under the pipe shall follow City of Glendale Detail G-690.

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

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

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

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

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

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

Subcontracts shall conform to the regulations governing employment of labor.

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

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

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

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

27. **OVERTIME:**

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

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

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

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

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the acceptance of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is accepted by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

29. CHARACTER OF WORKMEN: None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

30. HINDRANCES AND DELAYS: Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

30.1 Delay: In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay, in accordance with the City of Glendale Engineering Department's POLICY STATEMENT FOR CALCULATING DELAYS AND DAMAGES. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

31. LIQUIDATED DAMAGES:

31.1 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Bidders, then the contractor shall pay the City of Glendale, Arizona, liquidated damages, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the work is substantially complete.

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

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

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

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

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

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

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

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

END OF SUPPLEMENTAL GENERAL CONDITIONS

SPECIAL PROVISIONS

1. SCOPE OF WORK:

- 1.1. GROUP ONE – ASPHALT UTILITY CUT REPAIRS: Work consists of the removal of any base material (ABC) or temporary asphalt material and the placement of a permanent asphalt repair on utility cuts generated by the City at various locations throughout the City.
 - a. Sections 27.1 thru 27.7 shall apply to work performed under Group One – Asphalt Utility Cut Repairs.
 - b. Payment shall be made at the contract unit price listed under the Group One – Asphalt Utility Cut Repairs in the bid schedule and contract. Cost shall include all materials, labor, equipment and incidentals necessary to complete the work.
- 1.2. GROUP TWO – CONCRETE UTILITY CUT REPAIRS: Work consists of minor concrete work to include the removal, replacement and construction of concrete sidewalks, curbs, gutters, valves and manhole adjustments associated with utility cut repairs throughout the City.
 - a. Sections 28.1 thru 28.11 shall apply to work performed under Group Two – Concrete Utility Cut Repairs.
 - b. Payment shall be made at the contract unit prices for the items listed under the Group Two – Concrete Utility Cut Repairs in the bid schedule and contract. Costs shall include all materials, labor, equipment and incidentals necessary to complete the work.
- 1.3. GROUP THREE - GENERAL ASPHALT REPAIRS: Work consists of the removal of any base material (ABC) or temporary asphalt material and the placement of a permanent asphalt repair at various locations throughout the City.
 - a. Deteriorated or damaged asphalt shall be removed and replaced with permanent asphalt at various locations throughout the City.
 - b. Asphalt repair and replacement shall be conducted to ensure the quality of the repair.
 - c. Sections 27.1 thru 27.7 shall apply to work performed under Group Three - General Asphalt Repairs.
 - d. Payment shall be made at the contract unit prices for the items listed under Group Three – General Asphalt Repairs in the bid schedule and contract. Costs shall include all materials, labor, equipment and incidentals necessary to complete the work.
- 1.4. GROUP FOUR - GENERAL CONCRETE REPAIRS: Work consists of concrete work including the removal, replacement and construction of concrete sidewalks, curbs, gutters, and valve box and manhole frame adjustments throughout the City.
 - a. Minor concrete work (unassociated with utility access) includes, but is not limited to the repair of sidewalks, curbs, gutters, ADA ramp improvements and trip hazards throughout the City.
 - b. General concrete repair and replacement shall be conducted to ensure the quality of the repair.

- c. Sections 28.1 thru 28.11 shall apply to work performed under Group Four - General Concrete Repairs.
- d. Payment shall be made at the contract unit prices for the items listed under Group Four - General Concrete Repairs in the bid schedule and contract. Costs shall include all materials, labor, equipment and incidentals necessary to complete the work.

- 1.5. LOCATION OF WORK: The Contractor will be required to do assigned work on major, collector, and local streets as well as any other locations that require the replacement of asphalt or concrete work, whether a private or public location. The City will have an inspector assigned to each project and designated as the City Project Inspector. The City Project Inspector will inspect and make final approval of work done on a weekly basis. A schedule of work will be agreed upon by the Contractor and the City prior to work beginning. A list detailing the exact street location of each utility cut or repair will be provided to the Contractor before the work is scheduled. Costs shall include all materials, labor, equipment and incidentals necessary to complete the work.
- 1.6. CONTRACT TIME: This Contract is for the period of one year, from July 1, 2014 to June 30, 2015.

2. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **TRAFFIC REGULATIONS:**

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

6.2. All traffic restrictions listed herein are to supplement the City of Phoenix "Traffic Barricade Manual," and are not intended to delete any part of the manual. All reference in the "Traffic Barricade Manual" to "arterial" and/or "collector" streets shall mean "arterial and/or major arterial" streets and are referred to as "major" streets in the following sections.

6.3. A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 6:00 a.m. to 9:00 a.m., and 4:00 p.m. to 6:00 p.m.

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

6.5. A travel lane will not be considered as satisfactorily open to traffic until it has been graded reasonably smooth and is paved with a minimum of two (2) inches of asphalt. This shall be considered temporary pavement and shall be removed completely before proceeding with final surfacing.

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

6.7. Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two-hundred fifty (250) feet beyond the center of the intersected streets on all legs of the intersection.

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

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

a. Flagger Requirements: All flaggers shall be properly trained and certified by a recognized source, such as the American Traffic Safety Services Association (ATSSA) or National Safety Council, and shall carry with them at all times proof that training and certification requirements have been completed within the last two years.

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

6.11. The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If any signs interfere with construction, the Contractor shall notify the Inspector at least 48 hours in advance for City forces to remove said signs. The Contractor shall be responsible for having all temporary traffic control signs installed and maintained during construction. The Traffic Engineering Division will re-set all traffic and street name signs to permanent locations when notified by the City Project Inspector that construction is complete.

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

6.13. Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus two hundred fifty (250) feet beyond the edge of the intersected right-of-way on all legs of the intersection.

6.14. Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route to at least one of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the City Project Inspector at least twenty-four (24) hours in advance.

6.15. The Contractor shall be required to provide a uniformed off-duty City of Glendale police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized major intersection or at other locations if it should become necessary in the opinion of the City Project Inspector. During construction activities that do not restrict a signalized intersection, police officer hours may be reduced to peak traffic hours or suspended at

signalized intersection, police officer hours may be reduced to peak traffic hours or suspended at the direction of the City Project Inspector. All requests for off-duty officers will be made through the Glendale Police Department, Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work.

6.16. Measurement for payment of the uniformed off-duty Glendale police officer hours will be made by the actual number of man-hours used for traffic control at signalized major intersections or as approved by the City Project Inspector. Because the quantity of hours is dependent on the Contractor's schedule of activities, the cost for this item will be administered as a contingency item based on the needs of the project.

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

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

6.19. It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, he must obtain approval from the City Transportation Director twenty-four (24) hours prior to implementing a traffic control change. He must provide all the necessary signs to detour traffic and/or flagmen to control traffic for a single lane. The maximum amount of time that the street may be closed is from 9:00 a.m. until 4:00 p.m. (local time).

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

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

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

Work under this section shall consist of any Traffic Control identified by the City Project Inspector and Contractor due to construction activity. All work under this item shall be itemized as per MAG Section 109.5 requirements and deducted from the set amount of \$25,000.00, from either bid item number 7 under Group Two or bid item number 32 under Group Four, as appropriate. The Contractor shall be compensated for the actual cost of the Traffic Control. The Contractor will not be entitled to any additional payment for overhead and profit. All work under this section shall include, but is not limited to, all necessary materials, tools, equipment, layout and labor required to complete each traffic control set-up.

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

(1) Designation, dates, daily hours, total hours, rental rates and extension for each unit of cost associated to Traffic Control operations.

(2) Quantities of material, prices, extension and transportation cost on a daily basis. These charges shall be substantiated by vendor invoices.

If a Contractor self-performs this work the City Project Inspector and Contractor shall agree on the scope and cost to perform Traffic Control prior to the work being performed. The cost shall include all materials, equipment and labor.

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

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 \$25,000.00, on the bid form, under item number 7. Traffic Control Allowance for work under Groups One & Two and at \$25,000, on the bid form, under item number 30. Traffic Control Allowance for work under Groups Three & Four,

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

9. **CONCRETE GUTTER WATER TESTING:** The MAG Uniform Standard Specifications, Section 340.3, **CONSTRUCTION METHODS**, shall be modified as follows: The 1/2 inch referenced in Paragraph 16 beginning, "When required by the Engineer, gutter having a slope of 0.8 foot...", shall be changed to 1/4 inch.

10. **WORKFORCE REQUIREMENTS:** The Contractor shall ensure that only skilled work crews shall be employed on projects performed under this contract. When required by the City Project Inspector, the Contractor shall discharge any person who is, in the opinion of the City Project Inspector, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

11. **WORK CREW SUPERVISION:** The Contractor shall provide qualified supervision of each crew at all times while working within this Scope of Work. Each supervisor must be able to converse in the English language, and shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards, or are contrary to the intent of these specifications.

12. SAFETY: The Contractor shall follow all applicable Occupational Safety and Health Administration (OSHA), industry and local government safety procedures, rules and regulations. The Contractor shall instruct all workers on proper job safety standards and traffic safety requirements.

13. SANITATION PROVISIONS: The Contractor shall provide toilet facilities at each area. The associated costs of this requirement shall be considered incidental to the project and no separate payment for this item will be made.

14. QUALIFYING EQUIPMENT: The roller used by the Contractor shall be an approved three (3) to five (5) ton vibratory asphalt roller with a minimum frequency of VPM of 4,000 (67Hz). The City reserves the right to review and approve an equipment list for work performed by the Contractor's workforce under this Scope of Work.

15. OUTDOOR WORK RESTRICTIONS: The Contractor must abide by City noise ordinances, hours of operation and environmental requirements.

16. DUST CONTROL AND WATER: The dust control measures shall be in accordance with the requirements of the "*Maricopa County Health Department Air Pollution Control Regulations*," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City has received a copy of the Contractor's Dust Control Permit and Plan.

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

16.1. The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona.

16.2. The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project site and streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Project Inspector.

16.3. Watering shall conform to the provisions of MAG Standard Specifications, Section 104.1.3.

16.4. Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City's Water Services Division at (623) 930-2717. A deposit is required for each meter plus addition installation fees. The cost of the water is at the prevailing rate.

17. EXCESS MATERIALS: When excavations are made, resultant loose earth shall be utilized for filling by compacting in place and disposing the excess material off site.

17.1. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor.

17.2. Waste material shall not be placed on private property without written permission of the property owner(s). A copy of permission letter shall be provided to the City project Inspector.

17.3. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use

17.4. Clean-up shall include removal of all excess materials and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

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

19. **WEATHER:** If weather conditions are such as to adversely affect the work, the City Project Inspector may cease operations. Shut downs due to weather shall be without compensation to the Contractor, other than to adjust the contract time in accordance with MAG Section 108.

20. **CITY HOLIDAYS:** No work under this Contract will be performed on any day recognized as a legal holiday by the City. No work shall be performed on Saturday or Sunday unless approved by the City Project Inspector.

21. **UTILITIES:** The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility company if damage should occur and shall be responsible for all claims for damage due to their operations.

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

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

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

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

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

23. **PROTECTION OF PUBLIC AND PRIVATE PROPERTY:** The Contractor shall exercise all necessary caution to protect pedestrian and vehicular traffic, and to protect all public and private property from injury or damage caused by the operations of the Contractor. Any practice obviously hazardous in the opinion of the City shall be immediately discontinued by the Contractor

upon receipt of either oral or written notice to discontinue such practice. The Contractor shall comply with all OSHA and other Federal and State safety standards.

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

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

25. **INVOICING:** The Contractor shall submit an itemized invoice to the department (Water Services Department or Streets Department) responsible for scheduling the work for review and approval upon the completion of the work.

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

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

27.1. All asphalt pavement work shall be in accordance with MAG Standard Specifications, Sections 321- Placement and Construction of Asphalt Concrete Pavement, 336 – Pavement Matching and Surfacing Replacement, 710 – Asphalt Concrete and all other applicable MAG Sections.

27.2. Asphalt pavement shall be saw-cut with equipment approved by the City Project Inspector. The trimmed edges shall be painted with a light coating of asphalt cement or emulsified asphalt immediately prior to placement of new asphalt concrete.

27.3. Pavement material shall be removed and replaced to a depth equal to the existing pavement section or to a minimum depth of two (2) inches, whichever is greater.

27.4. Single lift pavements shall be compacted with a vibratory roller per MAG Standard Specifications. Where deep lift asphalt concrete exists, the base course replacement shall be made in lifts not exceeding 2-1/2 inches in compacted thickness until the finish grade is achieved.

27.5 Asphalt concrete used for this Contract shall be approved by the City Project Inspector and comply with asphalt concrete specifications in accordance with MAG Standard Specifications, Section 710. Arterial streets shall use the City's Super Pave Asphalt Mix design as instructed by the City and per City of Glendale Engineering Standards, Section 3.0 Street Design and Construction.

27.6. The job site shall be left in a neat and acceptable condition. Excess asphalt, cold mix, soil, ABC, etc., shall be removed from the work areas daily, and legally disposed of by the Contractor.

27.7. The Contractor shall measure and record the area of all utility cut repairs (asphalt work) in square feet or square yards, as approved by the City Project Inspector. This shall be provided to the City on a weekly basis. This list shall provide the following information; name of street, address of utility cut, depth, size in square feet or square yards. The City will use this list to check quantities and determine accuracy of quantities for payment.

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

28.1. All concrete work and utility adjustments shall be in accordance to the requirements of MAG Standard Specifications, Sections 340 – Concrete Curb, Gutter, Sidewalk, Sidewalk Ramps, Driveways and Alley Entrance, 345 – Adjusting Frames, Covers, Valve Boxes and Water Meter Boxes, 350 – Removal of Existing Improvements, 405 – Monuments, 505 – Concrete Structures, 725 – Portland Cement Concrete, 726 – Concrete Curing Materials, and all other applicable MAG Sections and Standard Details. The work shall consist of removal, replacement and/or adjustments of water valves, manholes, damaged concrete sidewalk, curb and gutter, driveways, alleys, entrances, or other concrete work as approved by the City. The Contractor shall set grades to match existing pavement, curb and gutter, sidewalk, etc.

28.2. Curb and gutter shall be constructed per MAG Standard Detail 220. Type C and D curb and gutter shall be constructed to the full ten (10) inch depth even if the existing curb is less.

28.3. REMOVAL OF EXISTING IMPROVEMENTS: Removal of existing improvements shall conform to the provisions of MAG Standard Specifications.

- a. Removal of existing curb, gutter, sidewalk, valley gutters, driveways, aprons, asphalt concrete ("AC") pavement and other items shall be in accordance with MAG Standard Specifications, Section 350. Concrete shall be sawcut at match lines and removed per MAG Standard Specifications, Section 601.2.7 – Pavement and Concrete Cutting and Removal.
- b. Asphalt adjacent to concrete shall be removed for forming purposes to a maximum width of twelve (12) inches from the edge of finished concrete. However, if in the opinion of the City Project Inspector, the edge of the asphalt provides an adequate straight edge to pour against after the concrete is removed the City Project Inspector may waived this requirement. The Contractor shall BACKFILL with one (1) sack Controlled Low Strength Material ("CLSM") per MAG Standard Specifications, Section 728. The CLSM will be placed to the bottom of the existing pavement or within two (2) inches below finished grade, whichever depth is greater.
- c. The cost of material removal shall be included in the cost for concrete work and shall include all material, labor, equipment and incidentals necessary to complete the work.

All concrete shall be replaced within three (3) working days after removal and all asphalt pavement shall be replaced within three (3) working days after concrete work is completed.

- d. Backfill and compaction of all excavated areas shall be to the densities in accordance with MAG Standard Specifications, Section 301 –Subgrade Preparation. All surplus materials shall be immediately hauled from the job site and disposed of in accordance with MAG Standard Specifications, Section 205 – Roadway Excavation and to an Environmental Protection Agency (“EPA”) approved landfill
- e. Removal of existing improvements and the preparation of sub-grade shall be considered incidental and no separate payment will be made for these item.

28.4. SUBGRADE PREPARATION: The subgrade shall be constructed and compacted true to grades and lines per MAG Standard Specifications, Section 301. All soft or unsuitable material shall be removed to the depth of not less than six (6) inches below subgrade elevation and replaced with material approved by City Project Inspector. The preparation of sub-grade shall be considered incidental and no separate payment will be made for this item.

28.5. CONCRETE CURB AND GUTTER: Concrete curb and gutter shall be in accordance with MAG Standard Specifications and Details. The curb and gutter shall be measured in linear feet complete and in-place, and true to line and grade. Expansion joint material shall be secured in-place before pouring the concrete and shall be considered incidental to the project.

- a. Concrete curb and gutters shall be in accordance with MAG Standard Specifications, Sections 340 and 725.

28.6. CONCRETE SIDEWALK: Concrete sidewalk and multi-use concrete paths shall be in accordance with MAG Standard Specifications and Details. Expansion joint material shall be secured in place before pouring the concrete and shall be considered incidental to the project.

- a. Concrete shall be Class A, conforming to the applicable requirements of MAG Standard Specifications, Sections 340 and 725.

28.7. CONCRETE VALLEY GUTTERS, DRIVEWAYS AND APRONS: Concrete valley gutters and aprons, sidewalk ramps, driveways, and alley entrances shall conform to MAG Standard Specifications, Sections 340 and 725, and MAG Standard Details 240, 250, 251, 260, 262 and 263. Expansion joint material shall be secured in place before pouring the concrete and shall be considered incidental to the project.

28.8. PROTECTION OF CONCRETE WORK: Vehicular traffic across new concrete work shall be restricted for a minimum of three (3) days after placing concrete. A travel lane of a minimum width of twelve (12) feet shall be provided by placing one (1) inch thick steel plates, across the new concrete work and until all work is complete, including the replacement of asphalt pavement. Aprons will be barricaded and roped to channel traffic and restrict pedestrians in accordance to the Phoenix Barricade Manual and in accordance with City Ordinance 01-181. Protection of concrete work shall be considered incidental and no separate payment will be made for this item.

28.9. ADJUST MANHOLE FRAMES AND VALVE BOXES: Adjustment of manhole frames and covers and valve boxes shall conform to MAG Standard Specifications, Section 345 and 725, and MAG Standard Details 423-1 and 424-1. Adjustment of valve boxes shall conform to MAG Standard Specifications, Section 345 and 725, and MAG Standard Details 270, 391-1 and 391-2. Class AA concrete shall be used for all adjustments of manhole frames and valve boxes.

28.10. EMERGENCY CONCRETE REPAIR: The City is requiring that the Contractor be available for emergency repairs. At the request of the City the Contractor shall respond within 24 hours of a call for emergency repair of concrete sidewalk, curb, gutter and asphalt repair work.

28.11. FINISHING AND CURING CONCRETE: Finishing and curing of concrete shall be in accordance with MAG Standard Specifications, Section 505. All concrete work shall be sprayed with a curing compound or sealed with a material conforming to MAG Standard Specifications, Section 726.

29. INSPECTION OF WORK: Work will be inspected for quality of workmanship & cleanliness. Unacceptable work will be corrected by the Contractor at no additional cost to the City. Correction of unacceptable work shall be accomplished prior to final payment to the Contractor. Correction of unacceptable work shall be accomplished within fourteen (14) calendar days of notification to the Contractor.

30. MEASUREMENT AND PAYMENT: Payment for all items in the contract will be measured and made at the unit prices indicated in the Bid Schedule and Contract, and shall be compensation in full for furnishing all materials, labor, tools, equipment and appurtenances necessary to complete the work in a satisfactory manner as specified. No additional payment will be made for work related to any item unless specifically called for in the Bid Schedule and Contract.

31. PROJECT PHASING: Approximately one-half (1/2) of the work performed under this Contract will be classified as urgent and will be at various locations within the City. The Contractor will have ten (10) days, after notification by the City, to respond to urgent requests. The remainder of the Contract work will be grouped, whenever possible, by area and will be scheduled by the Contractor with the approval of the City Project Inspector.

32. DEFACED SURFACES: When possible, defaced work shall be repaired within the same day as finishing operations and in all cases shall be repaired by the end of the following workday.

33. DAMAGES TO ADJACENT SIDEWALK, LAWN, ETC.: The Contractor shall replace or repair adjacent concrete, pavement and/or landscape areas, decorative pavements and walls, sprinkler systems, utilities, cable TV or other property damaged by the Contractor. Work shall be replaced or repaired by the Contractor to equal or better condition than the pre-existing, at no additional cost to the City.

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

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

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

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

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

36. PROCUREMENT CARD ORDERING CAPABILITY: It is the intent of the City to utilize the City's Procurement Card (i.e. MasterCard/Visa/American Express), to place and make payment for orders under this Contract. Proposers without this capability may be considered non responsive and not eligible for award consideration.

37. 2-YEAR WARRANTY: The Contractor shall warranty all work for two (2) years as required in the Construction Agreement, Section 3.6 Warranties. The Contractor shall maintain their insurance policy through the two (2) year warranty period.

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

END OF SPECIAL PROVISIONS