

**CITY CLERK  
ORIGINAL**

C-9213  
09/09/2014

9

**PROJECT SPECIFICATIONS AND  
CONTRACT DOCUMENTS**

**PROJECT NO. 131416**

**2014 CDBG STREET IMPROVEMENTS**

**JULY 2014**

**(THIS PROJECT IS FEDERALLY FUNDED  
DAVIS BACON ACT APPLIES)**



**CITY OF GLENDALE**

**ENGINEERING DEPARTMENT**

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



Engineering Department

# Memorandum

---

DATE: July 16, 2014  
TO: All Plan and Specification Holders  
FROM: Engineering  
SUBJECT: PROJECT NO. 131416 - 2014 CDBG STREET IMPROVEMENTS

---

## ADDENDUM NO. 1

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

### Change to Bid Schedule, Page 8

Unit of Measure for Item 26 has been changed to square feet.

Please remove the current Bid Schedule on Page 8 from Bid Documents and replace with the attached "Revised Bid Schedule-7/16/14".



THIS ADDENDUM CONSISTS OF 2 PAGES INCLUDING THE COVER PAGE

**REVISED BID SCHEDULE-7/16/14****PROJECT 131416 – 2014 CDBG STREET IMPROVEMENTS**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Construct Ramp per MAG 235-3 and 234	10	EA	\$	\$
2	Adjust Water Valve to Grade-MAG 391-1	9	EA	\$	\$
3	Remove and Replace Existing Signs	14	EA	\$	\$
4	Adjust Existing Manhole-MAG 422	2	EA	\$	\$
5	Raised Pavement Marker, Fire Hydrant (Type 911A, Blue 2-way)	10	EA	\$	\$
6	Remove Existing Curb and Gutter	374	LF	\$	\$
7	Construct Curb per MAG 221 Type A to Type C	374	LF	\$	\$
8	Remove and Replace Existing Vertical Curb (Match Existing Type)	40	LF	\$	\$
9	Mobilization and Demobilization	1	LS	\$	\$
10	Traffic Control	1	LS	\$	\$
11	Dust Control	1	LS	\$	\$
12	Construction Surveying and Layout	1	LS	\$	\$
13	Construction Material Sampling and Testing	1	LS	\$	\$
14	AZPDES/Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$	\$
15	Remove Existing 4' Sidewalk	1,297	SF	\$	\$
16	Remove Existing Valley Gutter	138	SF	\$	\$
17	Construct 4' Sidewalk-MAG 230	757	SF	\$	\$
18	Construct Apron	1,734	SF	\$	\$
19	Construct Valley Gutter per MAG 240	1,093	SF	\$	\$
20	Remove Existing Asphalt Pavement (Full Depth)	4,250	SY	\$	\$
21	Aggregate Base Preparation	11,767	SY	\$	\$
22	Mill 3" Depth for Removal of Existing Asphalt Pavement	7,517	SY	\$	\$
23	Construct AC Pavement per MAG D-1/2" (Residential)	665	TN	\$	\$
24	Install 3" AC Pavement MAG D-1/2" (Residential)	1,269	TN	\$	\$
25	Remove and Replace Existing Rolled Curb-MAG 220-1 Type C (Contingency Bid Item)	500	LF	\$	\$
26	Remove and Replace Sidewalk (Contingency Bid Item)	400	SF	\$	\$
27	Bituminous Tack Coat, Type SS-1h (Contingency Bid Item)	3	TN	\$	\$
28	Allowance for Owner Construction Contingencies	1	LS	\$52,000.00	\$52,000.00
<b>TOTAL BID</b>					<b>\$</b>

# **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**

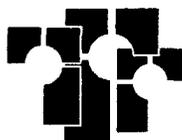
Michael D. Bailey

## **CITY CLERK**

Pamela Hanna

## **CITY ENGINEER**

David D. Beard



**GLEND***A***LE**

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance

**A 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5 5(a)(1)(iv), also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5 5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5 5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination, and

(2) The classification is utilized in the area by the construction industry, and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U S Department of Labor, Washington, D C 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB control number 1215-0140 )

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 )

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 )

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017 )

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149 )

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete,

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3,

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A 3 (ii)(b)

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code

(iii) The contractor or subcontractor shall make the records required under subparagraph A 3 (i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12

#### 4 Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10 (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph

(4) **Subcontracts** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph

**C Health and Safety** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96) 40 USC 3701 et seq

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

CITY OF GLENDALE  
COMMUNITY REVITALIZATION DEPT.  
5850 W GLENDALE AVE, SUITE 107  
GLENDALE, AZ 85301

## DAVIS BACON

### PAYROLL SIGNATURE AUTHORIZATION FORM

PROJECT NAME/NUMBER: \_\_\_\_\_

To the City of Glendale, Arizona

The following individual(s) are authorized to sign Payment Requests, Change Orders, Claims and all other papers necessary for the conduct of this firm's business affairs and the execution of the Agreement/Contract.

\_\_\_\_\_  
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

\_\_\_\_\_  
(PRINT NAME AND TITLE)

\_\_\_\_\_  
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

\_\_\_\_\_  
(PRINT NAME AND TITLE)

\_\_\_\_\_  
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

\_\_\_\_\_  
(PRINT NAME AND TITLE)

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

>

General Decision Number: AZ140008 06/20/2014 AZ8

Superseded General Decision Number: AZ20130008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	02/14/2014
3	06/20/2014

CARP0408-005 07/01/2013

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 24.03	9.99

\* ENGI0428-001 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 22.09	9.30
Group 2.....	\$ 25.36	9.30
Group 3.....	\$ 26.44	9.30
Group 4.....	\$ 27.47	9.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump,

Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

-----  
IRON0075-004 01/01/2014

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	21.02

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson  
Zone 2: 050 to 100 miles - Add \$4.00

Zone 3: 100 to 150 miles - Add \$5.00  
 Zone 4: 150 miles & over - Add \$6.50

-----  
 LABO0383-002 11/01/2013

	Rates	Fringes
Laborers:		
Group 1.....	\$ 17.61	4.35
Group 2.....	\$ 18.63	4.35
Group 3.....	\$ 19.42	4.35
Group 4.....	\$ 20.51	4.35
Group 5.....	\$ 21.49	4.35

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

-----  
 PAIN0086-001 04/01/2013

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER		
BLASTER (all Counties).....	\$ 19.35	4.75

ZONE PAY: More than 100 miles from Old Phoenix Courthouse \$3.50 additional per hour.

-----  
 SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline).....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine.....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Drilling Machine (including Water Wells).....	\$ 20.58	5.65
Grade Checker		

Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 16.04	3.68
Hydrographic Seeder.....\$ 15.88	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill....\$ 21.42	7.45
Motor Grader (Finish-any type power blade)	
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough)	
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all types Asphalt)	
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.27	3.99
Roller (excluding asphalt)..\$ 15.65	3.32
Scraper (pneumatic tired)	
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed	
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd	
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3 cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 < 6 cu yd)	
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 < 10 cu yd).....\$ 20.15	4.52
Tractor (dozer, pusher - all)	
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.26	2.65
PAINTER	
Coconino, Maricopa, Mohave, Pima, Pinal & Yuma..\$ 15.57	3.92
TRUCK DRIVER	
2 or 3 Axle Dump or Flatrack.....\$ 16.27	3.30
5 Axle Dump or Flatrack.....\$ 13.97	2.89
6 Axle Dump or Flatrack (< 16 cu yd).....\$ 17.79	6.42
Belly Dump.....\$ 14.67	
Oil Tanker Bootman.....\$ 22.03	
Self-Propelled Street Sweeper.....\$ 13.11	5.48
Water Truck 2500 < 3900 gallons.....\$ 18.14	4.55
Water Truck 3900 gallons and over.....\$ 15.92	3.33
Water Truck under 2500 gallons.....\$ 15.94	4.16

-----  
 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.  
 =====

Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after  
 award only as provided in the labor standards contract clauses  
 (29CFR 5.5 (a) (1) (11)).  
 -----

The body of each wage determination lists the classification  
 and wage rates that have been found to be prevailing for the  
 cited type(s) of construction in the area covered by the wage  
 determination. The classifications are listed in alphabetical  
 order of "identifiers" that indicate whether the particular  
 rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with  
 characters other than "SU" denotes that the union  
 classification and rate have found to be prevailing for that  
 classification. Example: PLUM0198-005 07/01/2011. The first  
 four letters , PLUM, indicate the international union and the  
 four-digit number, 0198, that follows indicates the local union  
 number or district council number where applicable , i.e.,  
 Plumbers Local 0198. The next number, 005 in the example, is  
 an internal number used in processing the wage determination.  
 The date, 07/01/2011, following these characters is the  
 effective date of the most current negotiated rate/collective  
 bargaining agreement which would be July 1, 2011 in the above  
 example.

Union prevailing wage rates will be updated to reflect any  
 changes in the collective bargaining agreements governing the  
 rates.

0000/9999: weighted union wage rates will be published annually  
 each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived  
 from survey data by computing average rates and are not union  
 rates; however, the data used in computing these rates may  
 include both union and non-union data. Example: SULA2004-007  
 5/13/2010. SU indicates the rates are not union majority rates,  
 LA indicates the State of Louisiana; 2004 is the year of the  
 survey; and 007 is an internal number used in producing the  
 wage determination. A 1993 or later date, 5/13/2010, indicates

the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

### **Section 3 Clause**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send will post copies of the bid notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Contractor/Subcontractor

Section 3 Compliance Plan

The undersigned Contractor/Subcontractor hereby agrees to implement at least the following steps directed at increasing the utilization of lower income residents and Section 3 business concerns within the Section 3 areas of: Glendale, Arizona.

- A. To attempt to recruit from within the Section 3 area lower income residents through: local advertising media, signs placed at the proposed site for the project and community organizers and public or private institutions operating within or serving the area.
- B. To seek the assistance of the Local Public Housing Office or CDBG/Home Project Manager Administrator, where necessary, in preparing and implementing a Section 3 compliance plan.
- C. To maintain a list of all lower income area residents who have made application for employment either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To include this Section 3 compliance plan in all bid documents and to require all bidders to submit a Section 3 compliance plan including utilization goals and the specific steps planned to accomplish these goals.
- E. In the case of a general contractor, to insure that all Section 3 business concerns within the project area are notified of pending subcontractual opportunities.
- F. To maintain records, including copies of correspondence, memoranda, etc., which documents all the steps taken to recruit lower income residents and subcontractors from within the Section 3 area.

As officers and representatives of \_\_\_\_\_  
Name of Contractor/Subcontractor

We the undersigned, have read and fully agree to this Section 3 Compliance Plan, and become a party to the full implementation of this program.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## E- VERIFICATION

To Whom It May Concern

On behalf of the City of Glendale, we would like to thank you for doing business with us. As part of our business practice review, and a new state law which took effect October 1, 2008, we are requesting that companies who currently have contracts with the City of Glendale, Community Revitalization Division, provide documentation that they have registered with the E-Verify System & DUNS (see attached). E-Verify should also include any/all subcontractors and their employees.

The E-Verify System is currently free to employers. In order to participate, an employer is required to register online and accept the electronic Memorandum of Understanding, which specifies the responsibilities of the Social Security Administration, United States Citizenship and Immigration Services and the employer. You can find more information about this new law at the Arizona Attorney General website on employer sanctions law at: [www.azag.gov/LegalAZWorkersAct/index.html](http://www.azag.gov/LegalAZWorkersAct/index.html).

**Please submit your verification to the City of Glendale, Community Revitalization Division Office by fax: Attn: Buz Essel, 623-930-3674 immediately.**

If you have any questions or concerns, please do not hesitate to contact the Community Revitalization Division Office at 623-930-3670.

Thank you for your cooperation.

Sincerely,

City of Glendale  
Community Revitalization Division

# DUNS NUMBER REQUIREMENT Q & A

What is a DUNS number?

DUNS stands for "data universal numbering system " DUNS numbers are issued by Dun and Bradstreet (D&B) and consist of nine digits

Why do I need to provide it?

DUNS number is a way to keep track of how federal grant money is dispersed.

How do I obtain a DUNS number?

There are two ways to obtain a DUNS number. You can use the special toll free number 1-866-705-5711 The process will take about ten minutes and you will receive your DUNS number within a couple of days. When you call tell them you are a federal government contractor and need to register for a DUNS number. You will be asked to provide the following information.

1. Name of business
2. Address
3. Telephone number
4. Name of the head of the business (CEO,president, director, etc.)
5. Type of business
6. Total number of employees (full & part-time)

Your business can also register for a DUNS number via Dun & Bradstreet's website at <http://Fedgov.dnb.com/webform>. Please note that registration via the website may take up to thirty business days to complete.

Is there a fee for registering for a DUNS number?

No. D&B should not charge a fee You are also not obligated to purchase any of their products.

Why do I need a DUNS number?

New regulations took affect Oct. 1, 2003 mandate that a DUNS number be provided. The DUNS number will offer a way for the federal government to better match information across all agencies

Contractors utilizing grant funding obviously need a DUNS number, but don't want to be included in any marketing list. What can be done?

Inclusion on a D&B marketing list is optional. If you do not want your name/business included on this marketing list request to be de-listed from D&B marketing files when you are speaking with a D&B representative during your DUNS number telephone application. Yes. Individuals are exempt



City of Glendale Financial Services Department  
 5850 W. Glendale Ave, 3rd Flr Glendale, AZ 85301  
 Phone 623.930.2480 Fax 623.847.5328 Email egaitan@glendaleaz.com

Name (as shown on your income tax return) \_\_\_\_\_

Business name (if different from above) \_\_\_\_\_

Type of Business :  Individual/Sole proprietor  Corporation  
 Partnership  Limited Liability Company  Other \_\_\_\_\_

Taxpayer Identification Number (TIN) The TIN must match the name given on the "Name" line to avoid backup withholding For Individuals, this is your social security number (SSN) For other entities, it is your employer identification number (EIN)

--	--	--	--	--	--	--	--	--	--

Exemption (if applicable): \_\_\_\_\_ Exempt Payee Code (if any) \_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

I certify that the business listed above is:  Minority Owner  Woman Owned  Legal/Atty  Healthcare  N/A

Are you or any of your relatives, including relations by marriage, employed by the City of Glendale?  Yes  No

If YES, please list name, relationship and city department: \_\_\_\_\_

Address: \_\_\_\_\_

Remit Address: \_\_\_\_\_

Phone (        ) \_\_\_\_\_

Fax (        ) \_\_\_\_\_

**Certification**

Under penalties of perjury, I certify that

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because. (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person, and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN

Signature of U.S. person \_\_\_\_\_ Date \_\_\_\_\_

**Authorization for ACH Deposit of Vendor Payments**

Select One:  New Enrollment  Cancellation  
 Checking  Savings

Account Type (check one) \_\_\_\_\_

Bank Name \_\_\_\_\_

Branch Name/Address \_\_\_\_\_

Transit/Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Email (for advice notice to be sent to) \_\_\_\_\_

I, the undersigned, authorize the City of Glendale, Arizona to deposit payments directly to the account indicated above and to correct any errors which may occur from the transactions I also authorize the financial institution named above to post these transactions to that account This authorization will remain in force until the City of Glendale receives written notice of cancellation from me I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

The City of Glendale requires this form to be completed and a successful TIN match prior to payment issuance This form meets the IRS requirements of being substantially similar to the IRS Form W-9 (see IRS Form W-9 (Rev 8-2013) General Instructions for additional information) We utilize the IRS TIN Matching program to verify that the TIN and name provided by a taxpayer matches IRS records

# CITY OF GLENDALE

## Subcontractor Listing and Certification of Contract Compliance

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

<u>SUBCONTRACTOR</u>	<u>WORK ELEMENTS</u>	<u>DBE(Y/N)*</u>	<u>AGENCY**</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

\_\_\_\_\_  
Name of Firm

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

## TABLE OF CONTENTS

NOTICE TO CONTRACTORS .....	1
INFORMATION FOR BIDDERS .....	2
1. ELIGIBILITY OF CONTRACTORS .....	2
2. PROPOSAL .....	2
3. BID SECURITY .....	2
4. WITHDRAWAL OF BID .....	3
5. LATE BIDS .....	3
6. AWARD OR REJECTION OF BIDS .....	3
7. BIDDERS INTERESTED IN MORE THAN ONE BID.....	3
8. CONTRACT AND BONDS.....	3
9. INSURANCE REQUIREMENTS.....	3
10. SUBCONTRACTORS' LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE.....	4
11. INTERPRETATION OF PLANS AND DOCUMENTS.....	4
12. CHANGES TO PLANS AND DOCUMENTS .....	4
13. ADDENDUM .....	4
14. ASSIGNMENT OF CONTRACT .....	4
15. PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER.....	5
16. TIME OF COMPLETION .....	5
17. CITY OF GLENDALE TRANSACTION PRIVILEGE TAX .....	5
18. RE-BID CONFERENCE .....	5
19. ALTERNATES.....	5
20. APPROVAL OF SUBSTITUTIONS.....	5
21. USE OF "EQUALS" .....	5
22. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT SITE.....	6
23. BIDDERS IN DEFAULT .....	6
24. QUALIFICATION SUBMITTAL REQUIREMENTS .....	6
PROPOSAL .....	7
BID BOND .....	10
SUBCONTRACTOR LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE .....	11
CONSTRUCTION AGREEMENT .....	12
PERFORMANCE BOND.....	26
PAYMENT BOND.....	27
CERTIFICATE OF INSURANCE .....	28
CONTRACTOR'S AFFIDAVIT/LIEN WAIVER.....	30
SUPPLEMENTAL GENERAL CONDITIONS.....	31
1. GENERAL .....	31
2. DEFINITIONS .....	31
3. PROPOSAL QUANTITIES.....	31
4. WITHDRAWAL OF PROPOSALS .....	32
5. LOSSES AND DAMAGES.....	32
6. DUST PREVENTION .....	32
7. EXCESS MATERIAL .....	32
8. STOCKPILE OF MATERIALS .....	32
9. REFUSE COLLECTION ACCESS.....	32

10.	CLEAN-UP .....	32
11.	SHOP DRAWINGS .....	32
12.	PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK.....	33
13.	STATUS OF EMPLOYEES.....	33
14.	LAWS AND REGULATIONS.....	33
15.	PERMITS.....	33
16.	ELECTRIC POWER AND WATER.....	33
17.	SURVEY CONTROL POINTS AND MONUMENTS .....	33
18.	EXISTING UTILITIES.....	33
19.	MAINTENANCE OF IRRIGATION FACILITIES .....	34
20.	OVERHEAD UTILITY LINES AND POLES .....	34
21.	SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION .....	34
22.	UNDERGROUND UTILITIES' BEDDING.....	34
23.	SEWER SERVICE LINES .....	34
24.	RIGHTS-OF-WAY .....	34
25.	SUBCONTRACTS .....	35
26.	PRE-CONSTRUCTION CONFERENCE .....	35
27.	OVERTIME .....	35
28.	CONTRACTOR'S CONSTRUCTION SCHEDULE .....	35
29.	CHARACTER OF WORKMEN .....	36
30.	HINDRANCES AND DELAYS.....	36
31.	LIQUIDATED DAMAGES.....	36
32.	PAYMENTS TO CONTRACTOR.....	37
33.	WARRANTY .....	37

SPECIAL PROVISIONS .....	38
1. SCOPE OF WORK.....	38
2. DEFINITIONS .....	38
3. CONSTRUCTION SURVEYING AND LAYOUT .....	38
4. SUSPENSION OF WORK.....	40
5. COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS .....	40
6. TRAFFIC REGULATIONS .....	40
7. ENERGIZED AERIAL ELECTRICAL POWER LINES .....	42
8. CONCRETE GUTTER WATER TESTING.....	42
9. RECORD DRAWINGS.....	42
10. AZDPES PERMIT REQUIREMENTS .....	42
11. CONSTRUCTION MATERIALS SAMPLING AND TESTING.....	44
12. AGGREGATE BASE PREPARATION .....	46
13. BITUMINOUS TACK COAT .....	46
14. CASH FLOW REPORT .....	46
15. CONSTRUCTION SIGN .....	47
16. ALLOWANCE FOR CONSTRUCTION CONTINGENCIES .....	47

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. 131416 – 2014 CDBG STREET IMPROVEMENTS**. Project includes milling of existing asphalt or full removal of existing asphalt and approximately 2,000 tons of asphalt replacement. Also included are ADA sidewalk, ramps, sidewalk and curb repairs, new valley gutters and aprons.

Bids must be received by the Engineering Department of the City of Glendale no later than 2:00p.m., July 22, 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 July 15, 2014, at 1:30p.m., in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

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

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

The City of Glendale reserves the right to reject any or all bids or waive any informality or irregularity in a bid. No bidder may withdraw his bid for a period of seventy (70) days after opening and reading of the bids.

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

CITY OF GLENDALE, ARIZONA

Published: July 3 & 10, 2014  
The Glendale Star

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

4. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid, either personally, by telegram or by written request, at any time prior to the scheduled closing time for receipt of bids. No bid may be withdrawn by telephone. Any bid withdrawn will not be opened and will be returned to the bidder. After opening and reading of the bids, no bidder may withdraw his bid for a period of seventy (70) days from the date of opening and reading.

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

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

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

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

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

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

This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

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

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

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

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

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

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

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

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

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

14. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor,

will be recognized by the Owner by the Owner unless such assignment has had prior approval of the Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

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

16. **TIME OF COMPLETION:** The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within fifty (50) consecutive calendar days from and including the date of receipt of such Notice to Proceed. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

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

18. **PRE-BID CONFERENCE:** A pre-bid conference will be held on July 15, 2014, at 1:30p.m., in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

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

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

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

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

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

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

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

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

PROPOSAL

Place TEMPE, ARIZONA

Date July 22, 2014

Proposal of Talis Construction a Corporation organized and existing under the laws of the State of Arizona. a partnership consisting of \_\_\_\_\_; or an individual trading as \_\_\_\_\_.

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

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: **PROJECT 131416 - 2014 CDBG STREET IMPROVEMENTS**, 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.)

REVISED BID SCHEDULE-7/16/14**PROJECT 131416 -- 2014 CDBG STREET IMPROVEMENTS**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Construct Ramp per MAG 235-3 and 234	10	EA	\$ 1,450.00	\$ 14,500.00
2	Adjust Water Valve to Grade-MAG 391-1	9	EA	\$ 325.00	\$ 2,925.00
3	Remove and Replace Existing Signs	14	EA	\$ 175.00	\$ 2,450.00
4	Adjust Existing Manhole-MAG 422	2	EA	\$ 475.00	\$ 950.00
5	Raised Pavement Marker, Fire Hydrant (Type 911A, Blue 2-way)	10	EA	\$ 23.00	\$ 230.00
6	Remove Existing Curb and Gutter	374	LF	\$ 9.00	\$ 3,366.00
7	Construct Curb per MAG 221 Type A to Type C	374	LF	\$ 15.50	\$ 5,797.00
8	Remove and Replace Existing Vertical Curb (Match Existing Type)	40	LF	\$ 25.00	\$ 1,000.00
9	Mobilization and Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
10	Traffic Control	1	LS	\$ 8,700.00	\$ 8,700.00
11	Dust Control	1	LS	\$ 5,275.00	\$ 5,275.00
12	Construction Surveying and Layout	1	LS	\$ 2,350.00	\$ 2,350.00
13	Construction Material Sampling and Testing	1	LS	\$ 5,900.00	\$ 5,900.00
14	AZPDES/Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$ 4,125.00	\$ 4,125.00
15	Remove Existing 4' Sidewalk	1,297	SF	\$ 2.50	\$ 3,242.50
16	Remove Existing Valley Gutter	138	SF	\$ 22.00	\$ 3,036.00
17	Construct 4' Sidewalk-MAG 230	757	SF	\$ 3.00	\$ 2,271.00
18	Construct Apron	1,734	SF	\$ 8.00	\$ 13,872.00
19	Construct Valley Gutter per MAG 240	1,093	SF	\$ 10.50	\$ 11,476.50
20	Remove Existing Asphalt Pavement (Full Depth)	4,250	SY	\$ 3.25	\$ 13,812.50
21	Aggregate Base Preparation	11,767	SY	\$ 1.25	\$ 14,708.75
22	Mill 3" Depth for Removal of Existing Asphalt Pavement	7,517	SY	\$ 2.75	\$ 20,671.75
23	Construct AC Pavement per MAG D-1/2" (Residential)	665	TN	\$ 82.00	\$ 54,530.00
24	Install 3" AC Pavement MAG D-1/2" (Residential)	1,269	TN	\$ 80.00	\$ 101,520.00
25	Remove and Replace Existing Rolled Curb-MAG 220-1 Type C (Contingency Bid Item)	500	LF	\$ 28.00	\$ 14,000.00
26	Remove and Replace Sidewalk (Contingency Bid Item)	400	SF	\$ 5.00	\$ 2,000.00
27	Bituminous Tack Coat, Type SS-1h (Contingency Bid Item)	3	TN	\$ 500.00	\$ 1,500.00
28	Allowance for Owner Construction Contingencies	1	LS	\$52,000.00	\$52,000.00
				<b>TOTAL BID</b>	<b>\$376,209.00</b>



# Engineering Department

# Memorandum

---

DATE: July 16, 2014  
TO: All Plan and Specification Holders  
FROM: Engineering  
SUBJECT: PROJECT NO. 131416 – 2014 CDBG STREET IMPROVEMENTS

---

## ADDENDUM NO. 1

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

### Change to Bid Schedule, Page 8

Unit of Measure for Item 26 has been changed to square feet.

Please remove the current Bid Schedule on Page 8 from Bid Documents and replace with the attached "Revised Bid Schedule-7/16/14".



THIS ADDENDUM CONSISTS OF 2 PAGES INCLUDING THE COVER PAGE

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

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

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

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

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

Respectfully submitted,

Arizona Contractor's  
Classification and  
License No.

A-099126

TALIS CONSTRUCTION Corporation  
Contractor

By   
MANUEL LOPEZ

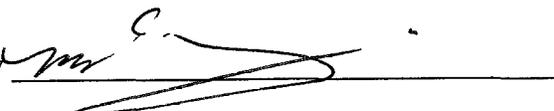
2342 S. McCLINTOCK DRIVE  
TEMPE, AZ 85282  
(Complete business address)

Telephone Number: 480-557-6100  
Fax Number 480-557-6200

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

Addenda 1, dated July 16, 2014

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

Acknowledged by 

**CITY OF GLENDALE**

**Subcontractor Listing and Certification of Contract Compliance**

**PROJECT 131416 - 2014 CDBG STREET IMPROVEMENTS**

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

<u>SUBCONTRACTOR</u>	<u>WORK ELEMENTS</u>	<u>CONTRACT VALUE</u>	<u>DBE(Y/N)*</u>	<u>AGENCY**</u>
Specialty Company	Adjustments	\$ 3,000. <sup>00</sup>	N	N/A
CASS CURA, LLC	MATERIAL TESTING	\$ 5,000. <sup>00</sup>	N	N/A
Bryco	Milling	\$ 17,600. <sup>00</sup>	N	N/A

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

TALIS Construction Corporation  
 Name of Firm  
 DBE?(Y/N)\*: N Agency\*\*: N/A  
  
 Signature: VICE President  
 Title

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

CITY OF GLENDALE  
COMMUNITY REVITALIZATION DEPT.  
5850 W GLENDALE AVE, SUITE 107  
GLENDALE, AZ 85301

## DAVIS BACON

### PAYROLL SIGNATURE AUTHORIZATION FORM

PROJECT NAME/NUMBER: 2014 CDBG Street Improvements - 131416

To the City of Glendale, Arizona

The following individual(s) are authorized to sign Payment Requests, Change Orders, Claims and all other papers necessary for the conduct of this firm's business affairs and the execution of the Agreement/Contract.

  
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

Sandra Gonzalez - President  
(PRINT NAME AND TITLE)

  
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

Manuel Lopez - Vice President  
(PRINT NAME AND TITLE)

\_\_\_\_\_  
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

\_\_\_\_\_  
(PRINT NAME AND TITLE)

COMPANY NAME: TALIS Construction Corporation

BY: 

TITLE: VICE President

DATE: 7-22-14

### Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send will post copies of the bid notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Contractor/Subcontractor

Section 3 Compliance Plan

The undersigned Contractor/Subcontractor hereby agrees to implement at least the following steps directed at increasing the utilization of lower income residents and Section 3 business concerns within the Section 3 areas of: Glendale, Arizona.

- A. To attempt to recruit from within the Section 3 area lower income residents through: local advertising media, signs placed at the proposed site for the project and community organizers and public or private institutions operating within or serving the area.
- B. To seek the assistance of the Local Public Housing Office or CDBG/Home Project Manager Administrator, where necessary, in preparing and implementing a Section 3 compliance plan.
- C. To maintain a list of all lower income area residents who have made application for employment either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To include this Section 3 compliance plan in all bid documents and to require all bidders to submit a Section 3 compliance plan including utilization goals and the specific steps planned to accomplish these goals.
- E. In the case of a general contractor, to insure that all Section 3 business concerns within the project area are notified of pending subcontractual opportunities.
- F. To maintain records, including copies of correspondence, memoranda, etc., which documents all the steps taken to recruit lower income residents and subcontractors from within the Section 3 area.

As officers and representatives of TALIS Construction Corporation  
Name of Contractor/Subcontractor

We the undersigned, have read and fully agree to this Section 3 Compliance Plan, and become a party to the full implementation of this program.

Signature: 

Title: VICE President

Date: 7-22-14

Signature: 

Title: President

Date: 7-22-14

**CONSTRUCTION AGREEMENT**

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Talis Construction Corporation, an Arizona corporation ("Contractor") as of the 4th day of Sept., 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

Project 131416

(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 seventy (70) 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

## Project 131416

**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 \$376,209.00, 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

Project 131416

- (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 \$2,000,000 per occurrence and \$5,000,000 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

Project 131416

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:

Talis Construction Corporation  
Attn Manuel Lopez  
2342 South McClintock Drive  
Tempe, Arizona 85282

(B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
Attn. Jim McMains  
5850 West Glendale Avenue  
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

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

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

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

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.

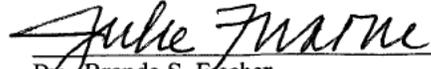
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

Project 131416

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

Talis Construction Corporation  
an Arizona corporation



By Manuel Lopez  
Its Vice-President

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

Project 131416

**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

Project includes milling of existing asphalt or full removal of existing asphalt and approximately 2,000 tons of asphalt replacement at the Bethany Home (North) Frontage Road from 61<sup>st</sup> Avenue to 6600 West and 67<sup>th</sup> Avenue (East) Frontage Road from Keim Drive to Peck Drive Also included are ADA sidewalk, ramps, sidewalk and curb repairs, new valley gutters and aprons

Project 131416

**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 \$376,209 00

**DETAILED PROJECT COMPENSATION**

As shown on Page 8 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

Project 131416

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.

Issued in Triplicate

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

Bond #609003808

KNOW ALL MEN BY THESE PRESENTS.

That TALIS Construction Corporation (hereinafter called the Principal), as Principal, and  
, a corporation organized and existing under the laws of the State of New Hampshire with its principal office in the  
City of Keene, NH, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of  
Glendale, a municipal corporation, (hereinafter called the Oblige), in the amount of  
Three Hundred Seventy-Six Thousand Two Hundred Nine and 00/100 Dollars (\$ 376,209.00, 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. \*The Ohio Casualty Insurance Company

WHEREAS, The Principal has entered into a certain written contract with the Oblige, dated the 26th day of  
September, 2014 to construct PROJECT B1416 - 2014 CDBG STREET IMPROVEMENTS, 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 TIDS 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 29th day of September, 20 14 .

TALIS Construction Corporation  
Principal \_\_\_\_\_ Seal

By *Sandra Gonzalez*  
Sandra Gonzalez, President

The Ohio Casualty Insurance Company  
Surety \_\_\_\_\_ Seal

By *Andrea T Windish*  
Andrea T Windish, Attorney-In-Fact

Agency of Record  
Lovitt & Touché, Inc  
Agency Address  
1050 W Washington St. Suite 233  
Tempe, AZ 85281  
Telephone Number: 602-956-2250

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

Bond #609003808

KNOW ALL MEN BY THESE PRESENTS:

That, TALIS Construction Corporation (hereinafter called the Principal), as Principal, and \*  
, a corporation organized and existing under the laws of the State of New Hampshire with its principal  
office in the City of Keene, NH, (hereinafter called the Surety) as Surety, are held and firmly  
bound unto the City of Glendale, a municipal corporation, (hereinafter called the Obliee), in the  
amount of Three Hundred \*\* Dollars (\$376,209.00), 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. \*The Ohio Casualty Insurance Company

\*\*Seventy-Six Thousand Two Hundred Nine and 00/100  
WHEREAS, The Principal has entered into a certain written contract with the Obliee, dated the 26th  
day of September, 2014, to construct **PROJECT 131416 - 2014 CDBG STREET  
IMPROVEMENTS** 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 29th day of September, 2014.

TALIS Construction Corporation

Principal \_\_\_\_\_ Seal

By Sandra Gonzalez, President

The Ohio Casualty Insurance Company

Surety \_\_\_\_\_ Seal

By Andrea T Windish  
Agency of Record Andrea T Windish, Attorney-In-Fact

Lovitt & Touché, Inc

Agency Address

1050 W Washington St Suite 233

Tempe, AZ 85281

Telephone 602-956-2250



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2014

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

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

<b>PRODUCER</b> CopperPoint Mutual and its subsidiaries 3030 N 3rd Street  Phoenix AZ 85012-3068	<b>CONTACT NAME:</b> CopperPoint Mutual <b>PHONE (A/C, No, Ext):</b> 602 631.2600 or 866.284.2694 <b>FAX (A/C, No):</b> 602.631.2599 <b>E-MAIL ADDRESS:</b>																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A - CopperPoint Premier Insurance Company</td> <td></td> <td>12741</td> </tr> <tr> <td>INSURER B</td> <td></td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A - CopperPoint Premier Insurance Company		12741	INSURER B			INSURER C			INSURER D			INSURER E			INSURER F	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A - CopperPoint Premier Insurance Company		12741																			
INSURER B																					
INSURER C																					
INSURER D																					
INSURER E																					
INSURER F																					
<b>INSURED</b>  TALIS Construction Corporation 2342 S McClintock Dr  Tempe AZ 85282																					

**COVERAGES**      **CERTIFICATE NUMBER: 519**      **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 INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	P10696	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Job #: 131146    Location: City of Glendale  
 CONSTRCTN/ERECTION-PERMANENT YARD, STREET OR ROAD CONST: PAV / REPAV, CONCRETE OR CEMENT WORK - FLOORS, DRIVEWAYS, YARDS, OR SIDEWALKS & DRIVERS, CONTRACTOR - PROJECT MANAGER, CONSTRUCTION EXECUTIVE, CONSTRUCTION MANAGER OR CONSTRUCTION SUPERINTENDENT  
 This waiver of subrogation is effective only with respect to the Certificate Holder for the project described herein,

<b>CERTIFICATE HOLDER</b>  City of Glendale ATTN Transportation Department 5800 West Glenn Drive, Suite 315  Glendale AZ 85301	<b>CANCELLATION</b>  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 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER P10696		TALIS Construction Corporation 2342 S McClintock Dr Tempe, AZ 85282	
CARRIER CopperPoint Premier Insurance Company	NAIC CODE 12741	EFFECTIVE DATE 04/01/2014-04/01/2015	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

and shall not benefit any other person or organization.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2014

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

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

<b>PRODUCER</b> Lovitt & Touche' Inc - Tempe 1050 West Washington St, #233 Tempe AZ 85281	<b>CONTACT NAME</b> Yvonne Krizek <b>PHONE (A/C, No, Ext)</b> 602-956-2250 <b>E-MAIL ADDRESS</b> ykrizek@lovitt-touche.com	<b>FAX (A/C, No)</b> 602-956-2258
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TALIS Construction Corp 2342 S McClintock Drive Tempe AZ 85282	<b>INSURER A</b> Westfield Insurance Company	<b>NAIC #</b> 24112
	<b>INSURER B</b>	
	<b>INSURER C</b>	
	<b>INSURER D</b>	
	<b>INSURER E</b>	
	<b>INSURER F</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1646603135                      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	CMM7582072	4/18/2014	4/18/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 PD Occ Ded \$2,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CMM7582072	4/18/2014	4/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CMM7582072	4/18/2014	4/18/2015	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 - \$ WC STATUTORY LIMITS OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Leased Rented Equipment Installation Floater Special, ACV, 100% Co-ins			CMM7582072	4/18/2014	4/18/2015	LRE \$300,000 Installation limit Installation Ded \$1,000 \$1,000 Ded 200,000 per loc \$1,000

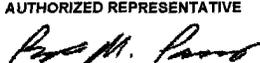
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder and others (if applicable) is/are an additional insured as respects to general liability if required in a written contract Liability Additional Insured, Per Project Aggregate, Primary Non Contributory, and Waiver of Subrogation applies per forms CG2010 04/13, CG2037 04/13, CG7137 11/12, CG2503 5/09 Auto Additional Insured CA 7078 9/11, Auto Waiver of Subrogation CA0444 3/10 Subject to all policy terms, conditions, definitions and exclusions  
30 Day Notice of Cancellation applies, except for non-payment a 10 Days Notice applies

See Attached

### CERTIFICATE HOLDER

### CANCELLATION

City of Glendale Engineering Department 5850 W Glendale Ave Glendale AZ 85301	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 
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Lovitt & Touche' Inc - Tempe		NAMED INSURED TALIS Construction Corp 2342 S McClintock Drive Tempe AZ 85282	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Subject to all policy terms, conditions, definitions and exclusions

Project No 131416  
2014 CDBG Street Improvements  
Additional Insured, City of Glendale, as required by written contract

**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 6114597

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, Amy D Scott, Andrea T Windish, Charles A Touche, Daniel L Walsh, Frances Farnsworth, Joseph C Dhuey, Saralyn Seymour, Tina K Nierenberg, Tina Marie Berger

all of the city of Tucson, 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 13th day of January, 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 13th day of January, 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 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 29th day of September, 2014

By Gregory W Davenport  
Gregory W Davenport, Assistant Secretary

Not valid for mortgage, note, bill, let  
currency rate, interest rate or residual value guarantees.

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.

**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
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured	All locations
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", "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

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.

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
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured	All locations
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.**



**COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT**

This endorsement modifies insurance provided under the following

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
  - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
  - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
  - Contractual Personal and Advertising Injury
  - Exclusions
- H. Supplementary Payments**
  - Bail Bonds - \$2 500
  - Loss of Earnings - \$1 000
- I. Additional Insureds - Automatic Status**
  - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
  - Managers or Lessors of Premises
  - Mortgagee Assignee or Receiver
  - Owners or Other Interests From Whom Land Has Been Leased
  - Co-Owners of Insured Premises
  - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice)
  - Individual Owners of Building are Insured's
  - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
  - Bodily Injury redefined
  - Insured Contract redefined
  - Expanded Personal and Advertising Injury definition

**A. EXPECTED OR INTENDED INJURY**

Under SECTION 1, COVERAGES, COVERAGE

**A. BODILY INJURY AND PROPERTY DAMAGE**

exclusion a. is replaced with the following

- a. **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 for the purpose of protecting persons or property.

**B. LIQUOR LIABILITY COVERAGE EXTENSION**

**SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability** is deleted

**C. NON-OWNED WATERCRAFT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g 2(a)** is replaced with the following

- (a) Less than 60 feet long and

**D. NON-OWNED AIRCRAFT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added

- (6) An aircraft you do not own provided that

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada designating that person as a commercial or airline transport pilot

- (b) It is rented with a trained paid crew and

- (c) It does not transport persons or cargo for a charge

**E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j** is deleted and replaced by the following

**j. Damage To Property:**

- (1) Property you own rent or occupy
- (2) Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises
- (3) Property loaned to you
- (4) Personal property in the care custody or control of the insured
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations, or

- (6) That particular part of any real property that must be restored replaced or repaired because "your work" was incorrectly performed on it

Paragraphs (1), (3) and (4) of this exclusion do not apply to

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss or

- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard"

**F. DAMAGE TO PREMISES RENTED TO YOU**

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions,** the last paragraph of Item 2. Exclusions is replaced with the following

Exclusion c. through n do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

**G. PERSONAL AND ADVERTISING INJURY**

Under SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability is deleted

Under SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions

**q Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale rental, lease or sub-lease or prospective sale rental lease or sub-lease of any room dwelling or premises by or at the direction of any insured

**r. Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination

**H. SUPPLEMENTARY PAYMENTS**

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b is replaced with the following

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

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following

- 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 \$1,000 a day because of time off from work

**I. ADDITIONAL INSURED - AUTOMATIC STATUS**

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be

- 1. Currently in effect or becoming effective during the term of the policy and
- 2. Executed prior to the "bodily injury" "property damage" or "personal injury and advertising injury" but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein

**a. State or Governmental Agency or Subdivision or Political Subdivisions**

A state or governmental agency or subdivision or political subdivision subject to the following provisions

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies

(a) The existence repair maintenance erection construction or removal of advertising signs awnings canopies cellar entrances coal holes driveways, manholes marquees hoist away openings sidewalk vaults street banners or decorations and similar exposures or

(b) The construction erection or removal of elevators

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government state or municipality

**b. Managers or Lessors of Premises**

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

This insurance does not apply to

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises, or

- (2) Structural alterations new construction or demolition operations performed by or on behalf of such additional insured

**c. Mortgagee, Assignee or Receiver**

A mortgagee assignee or receiver but only with respect to their liability as mortgage assignee or receiver and arising out of the ownership maintenance or use of a premises by you

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

**d. Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions

This insurance does not apply to

- (1) Any "occurrence" which takes place after you cease to lease that land or
- (2) Structural alterations new construction or demolition operations performed by or on behalf of such additional insured

**e. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises

**f. Lessor of Equipment**

Any person or organization from whom you lease equipment Such person or organization are insureds only with respect to their liability arising out of the maintenance operation or use by you of equipment leased to you by such person or organization

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

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

This insurance does not apply

- (1) To any "occurrence" which takes place after the equipment lease expires or
- (2) To "bodily injury" "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard"

As respects the coverage provided under this provision Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following

**4. Other Insurance**

**b. Excess Insurance**

- (1) This insurance is excess over

Any other insurance naming the additional insured as an insured whether primary excess contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing Where required by written contractor written agreement we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance

**J. WHO IS AN INSURED BROADENED**

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

**f. Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an interest in a joint venture partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture partnership or limited liability company This coverage does not apply

- (1) Prior to the termination date of any joint venture limited liability company or partnership, or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture legal liability company or partnership

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following

- (d) Arising out of his or her providing or failing to provide professional health care services

This does not apply to nurses emergency medical technicians or paramedics employed by you to provide health care services but only if you are not in the business or occupation of providing such professional services

Under **SECTION II - WHO IS AN INSURED** the following is added

4. For **COVERAGE A** and **COVERAGE B** only the owner of any building leased to you but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy and only with respect to liability arising out of the ownership maintenance or use of that part of the premises leased to you. However this insurance does not apply
- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises or
- b. To structural alterations new construction or demolition operations performed by or on behalf of the building owner

Under **SECTION II - WHO IS AN INSURED, 3 a** is deleted and replaced with the following

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following

Except as provided in 3. above no person or organization is an insured with respect to the conduct of any current or past joint venture limited liability company or partnership that is not shown as a named insured in the Declarations

## K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to
- (1) You if you are an individual
- (2) A partner if you are a partnership
- (3) An "executive officer" or insurance manager if you are a corporation or
- (4) A manager, if you are a limited liability company
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to
- (1) You if you are an individual
- (2) A partner, if you are a partnership
- (3) An "executive officer" or insurance manager if you are a corporation or
- (4) A manager, if you are a limited liability company
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence" offense claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However you shall give written notice of this "occurrence" offense claim or "suit" to us as soon as you are aware this insurance may apply to such "occurrence" offense claim or "suit"

## L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner lessee or contractor to provide insurance on a primary and noncontributory basis **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following

### 4. Other Insurance

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

**a. Primary Insurance**

This insurance is primary and non-contributory except when **b.** below applies

**b. Excess Insurance**

This insurance is excess over any of the other insurance whether primary excess contingent, or on any other basis

- (1) That is Fire Extended Coverage Builders Risk Installation Risk or similar coverage for your work
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner or
- (3) 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.**
- (4) If the loss is caused by the sole negligence of any additional insured owner, lessee or contractor

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

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

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

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

**M UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional

**N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery

It is further agreed that work commenced under letter of intent or work order subject to subsequent reduction to writing with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights

**O. LIBERALIZATION**

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state

**P. DEFINITIONS**

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following

3. "Bodily Injury" means bodily injury disability sickness or disease sustained by a person including death resulting from any of these at any time "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury"

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following

9. "Insured Contract" means
  - a. A contract for a lease of premises However that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract"
  - b. A sidetrack agreement
  - c. Any easement or license agreement,

- d. An obligation as required by ordinance, to indemnify a municipality, except in connection with work for a municipality
- e. An elevator maintenance agreement
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement

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

- (1) That indemnifies an architect engineer or surveyor for injury or damage arising out of
  - (a) Preparing approving or failing to prepare or approve, maps shop drawings opinions reports surveys field orders change orders or drawings and specifications, or
  - (b) Giving directions or instructions or failing to give

them, if that is the primary cause of the injury or damage or

- (2) Under which the insured if an architect engineer or surveyor assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory inspection architectural or engineering activities

Under **SECTION V - DEFINITIONS**, item 14, the following is added to the definition of "Personal and advertising injury"

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person but only if such discrimination or humiliation is
  - (1) Not done intentionally by or at the direction of
    - (a) The insured or
    - (b) Any "executive officer" director stockholder partner member or manager (if you are a limited liability company) of the insured
  - (2) Not directly or indirectly related to the employment prospective employment past employment or termination of employment of any person or persons by any insured

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

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

### **SCHEDULE**

**Designated Construction Projects:**

All Projects

Information required to complete this Schedule if not shown above will be shown in the Declarations

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under Coverage C regardless of the number of
    - a. Insureds
    - b. Claims made or "suits" brought or
    - c. Persons or organizations making claims or bringing "suits"
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall
    1. not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above
    2. The limits shown in the Declarations for Each Occurrence Damage To Premises Rented To You and Medical Expense continue to apply. However instead of being subject to the General Aggregate Limit shown in the Declarations such limits will be subject to the applicable Designated Construction Project General Aggregate Limit
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit whichever is applicable and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit
- D. If the applicable designated construction project has been abandoned delayed or abandoned and then restarted or if the authorized contracting parties deviate from plans, blueprints designs, specifications or timetables, the project will still be deemed to be the same construction project
- E. The provisions of Section - III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO EXPANDED ENDORSEMENT**

This endorsement modifies insurance provided under the following

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
  - Additional Insured by Contract Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. Supplementary Payments**
  - Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- E. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Expanded Endorsement:

- Audio Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

**A. WHO IS AN INSURED BROADENED**

**SECTION II - LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement

However "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a

policy but for its termination or the exhaustion of its limit of insurance

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period whichever comes first

- e. Any organization you newly acquire or form other than a partnership or joint venture and over which you maintain ownership or a majority interest. However coverage under this provision

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period whichever comes first

f. Any person or organization with whom you agreed in writing in a contract agreement or permit to provide insurance such as is afforded under this policy

This provision only applies if the written contract or agreement has been executed or permit has been issued prior to the "bodily injury" or "property damage"

**B. SUPPLEMENTAL PAYMENTS**

**SECTION II - LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following**

- (2) Up to \$5 000 for 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 per day because of time off from work

**C. FELLOW EMPLOYEE EXCLUSION AMENDMENT**

**SECTION II - LIABILITY COVERAGE, item B. Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire

**D. COVERAGE EXTENSIONS**

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following

**a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$1,800 for 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 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"

The following is added to Item 4. **Coverage Extensions:**

**c. Personal Effects**

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto" We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance

**E. ADDITIONAL COVERAGES**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended to include the following additional coverage items

- 5. We will pay the expense of returning a stolen covered "auto" to you
- 6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto" its equipment its contents or occupants from a Covered Cause Of Loss we will pay up to \$1 000 for your liability for Fire Department Service Charges

- (a) Assumed by contract or agreement prior to loss or
- (b) Required by local ordinance

No deductible applies to this additional coverage

**F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a.** is deleted and replaced with the following

- a. Wear and tear freezing mechanical or electrical breakdown

Mechanical breakdown does not apply to the accidental discharge of an airbag

**G. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, item **D. Deductible** the following paragraph is added

No deductible shall apply to glass damage if the glass is repaired rather than replaced

**H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

**SECTION IV - BUSINESS AUTO CONDITIONS**, item **A. Loss Conditions** is amended as follows

Subparagraph **a.** under item **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended to include the following paragraphs

This requirement applies when the "accident" claim "suit" or "loss" is first known to

- (1) You if you are an individual
- (2) A partner if you are a partnership or
- (3) An executive officer or insurance manager if you are a corporation

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows

- (2) Immediately send us copies of any request demand order notice summons or legal paper received concerning the claim or "suit"

Your employees may know of documents received concerning a claim or "suit" This will not mean that you have such knowledge unless receipt of such documents is known to you any of your executive officers or partners or your insurance manager

**I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph

If you unintentionally fail to disclose any hazards existing at the inception date of your policy we will not deny coverage under this Coverage Part because of such failure

**J. WORLDWIDE COVERAGE**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following

- (5) Anywhere in the world if
  - (a) A covered "auto" of the private passenger type is leased hired rented or borrowed without a driver for a period of 45 days or less and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits in the United States of America the territories and possessions of the United States of America Puerto Rico or Canada or in a settlement we agree to
  - (c) If for such "autos" a "suit" is brought outside the territory described in 7(1) through 7(4) above we will reimburse the insured for defense expenses incurred with our written consent but we will make no payment nor will we reimburse the insured for damages

**K. DEFINITIONS**

Under **SECTION V - DEFINITIONS** item **C.** is replaced by the following

- C. "Bodily injury" means bodily injury sickness or disease sustained by a person including mental anguish mental injury or death resulting from any of these "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury"

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

**WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US  
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

<b>Named Insured:</b>  <b>Endorsement Effective Date:</b>
---

**SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b>
---

Information required to complete this Schedule if not shown above will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

CITY OF GLENDALE, ARIZONA  
ENGINEERING DEPARTMENT CERTIFICATE OF INSURANCE

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

Name of Insured \_\_\_\_\_  
Address of Insured \_\_\_\_\_

Name and Address of Additional Named Insured:  
 City of Glendale, Arizona  
 Attention Engineering Dept.  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

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

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

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

All policies shall remain in effect after until all work has been completed, the City has issued final acceptance and until the time limit for filing against the project has passed. If any policy expires during the life of the Contract, a renewal Certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to expiration date. Failure of the Contractor to provide renewal certificates or the failure of the City to request renewal of certificates shall not waive the requirement and the City shall retain all rights to coverage as if the policy(ies) had not expired or been non-renewed.

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

It is further agreed that:

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

Date:  
\_\_\_\_\_

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

Signature  
\_\_\_\_\_

Agency Address  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone # \_\_\_\_\_

CITY OF GLENDALE, ARIZONA  
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS

**PROJECT 131416 - 2014 CDBG STREET IMPROVEMENTS**

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. Henry Miranda	602-371-6605
Centurylink (Qwest)	Mr. Eric Hitchcock	602-630-5474
Salt River Project:	Mr. Tim Rinn	602-236-8694
Salt River Project:	Mr. Chris Reynoso	602-236-8697
Cox Communications:	Mr. Randy Sims	602-694-1783
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 602-484-5277. 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:** Project includes milling of existing asphalt or full removal of existing asphalt and approximately 2,000 tons of asphalt replacement. Also included are ADA sidewalk, ramps, sidewalk and curb repairs, new valley gutters and aprons.

2. **DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for such additional checking. The amount of such costs will be deducted from the Contractor's monthly estimate.

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

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

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

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

6. **TRAFFIC REGULATIONS:**

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

6.1.1 All references in the City of Phoenix "Traffic Barricade Manual" and the "Manual of Uniform Traffic Control Devices" to "arterial" and/or "collector" streets shall mean "arterial and/or major arterial" streets and are referred to as "major" streets in the following sections.

6.1.2 A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 6:00 a.m. to 8:30 a.m., and 4:00 p.m. to 6:00 p.m. unless approved by the Transportation Director or Designee.

6.1.3 A travel lane shall be defined as ten (10) feet of roadway not obstructed by traffic control devices with a safe motor vehicle operating speed of twenty-five (25) miles per hour.

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

6.1.5 The Contractor shall provide and maintain all required and requested traffic control devices to protect and guide traffic for all work in the construction area.

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

6.1.7 The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If any signs interfere with construction, the Contractor shall notify the Transportation Department at least 48 hours in advance before covering or removing said signage. The Contractor shall be responsible for reinstalling all signs removed or covered and verifying they are correctly placed. The Transportation Department will inspect all signage prior to completion of the project.

6.1.8 Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonable direct route to at least one of the above defined major streets. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least Seventy-Two (72) hours in advance.

6.1.9 The Contractor shall be required to provide a uniformed off-duty City of Glendale police officer to assist with traffic control whenever traffic in any one direction is restricted to one lane at a signalized major intersection or at other locations if it should become necessary in the opinion of the Transportation Director or Designee. If the Contractor chooses to use a police officer at other locations during peak traffic hours or to assist with his other traffic control operations, the cost shall be included in the lump sum for "Traffic Control" and not paid out of the hours allowed for "Off Duty Glendale Police Officer." All requests for off-duty officers will be made through the Glendale Police Department, Off-Duty Work Administrator. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work.

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

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

6.1.10 The Contractor shall prepare a traffic control plan for the project and submit it to the City Transportation Director or Designee for review and approval at least fifteen (15) working days prior to the start of construction. The traffic control plan must be submitted through the City of Glendale on-Line Traffic Control Plan application process at [www.glendaleaz.com/transportation/TrafficControlForm.cfm](http://www.glendaleaz.com/transportation/TrafficControlForm.cfm). The traffic control plan shall include message boards installed a minimum of seven (7) working days prior to restrictions when requested by the Transportation Director or Designee, additional public notification shall be required for major restrictions that impact adjacent stakeholders. Any changes to the traffic control plan during construction shall be submitted to the City Transportation Director or Designee for approval at least seventy-two (72) hours before implementation.

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

6.1.11 It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, he/she must obtain approval from the City Transportation Director or Designee Seventy-Two (72) hours prior to implementing a traffic control change. He/she must provide all the necessary signs to

detour traffic and/or flag person to control traffic for a single lane. The maximum amount of time that the street may be closed is from 9:00 a.m. until 4:00 p.m.

6.1.12 **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.

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

8. **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.

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

10. **AZPDES Permit Requirements:**

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

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

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

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

- B. Three copies of the SWPPP and the NOI shall be submitted to the City of Glendale during the pre-construction meeting and shall be subject to review by the City prior to implementation.
- C. Contractor shall submit the completed and duly signed NOI forms no later than forty-eight (48) hours prior to the **pre-construction meeting** for the project to the following agency:

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

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

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

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

D. Inspections of all stormwater pollution control devices on the project shall be performed by the Contractor on a monthly basis and following each rainfall of 0.50 inches or more in a 24-hour period at the project site as required under provisions of the AZPDES General Permit for Arizona. Contractor shall prepare reports on such inspections and retain the reports for a period of three years following the completion of the project. Inspection reports shall be submitted monthly to the City along with progress payment requests. Additionally, Contractor shall maintain all stormwater pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

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

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

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

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

H. The Lump Sum price for the SWPPP shall include all material, labor, and all other costs relating to the preparation, installation and maintenance of the SWPPP during project construction, including

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

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

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

- A. **LABORATORY TESTING SERVICES:** Construction materials testing laboratories must meet the following requirements in order to perform laboratory testing on construction materials samples:
  - a. Possess and maintain current AASHTO accreditation (including R18) provided by the AASHTO Materials Reference Laboratory (AMRL), and Cement and Concrete Reference Laboratory (CCRL) in any test methods performed and be currently participating in their respective proficiency programs.
  - b. Concrete strength testing must be performed by a technician currently certified by the American Concrete Institute (ACI) as a "Concrete Strength Testing Technician".
- B. **FIELD TESTING AND SAMPLING SERVICES:** Field technicians shall be employed by the construction materials testing laboratory noted above and have current "*Field Technician Certification*" from the Arizona Technical Testing Institute (ATTI) and current "*Concrete Field Testing Technician – Grade 1*" certification from the American Concrete Institute.
- C. **TESTING FREQUENCIES:** Laboratory and field testing and sampling shall adhere to the current City of Glendale minimum frequencies (see tables below) formal documentation, records etc. shall be provided to the City in a timely manner and as part of required project documentation for overall project acceptance. The City reserves the right to utilize independent / additional testing to confirm prior results.

Payment for this item will be made at the contract lump sum price fully complete for **CONSTRUCTION MATERIALS SAMPLING AND TESTING.**

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

revised 1/07/2013

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

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

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

Revised 01/07/2013

12. **AGGREGATE BASE PREPARATION:** The work under this item shall consist of furnishing all materials, personnel and equipment to perform the surface conditioning of the existing aggregate base by wetting and re-compacting with a 3-5 ton (minimum) steel wheel vibratory compactor. The contractor will be responsible to refresh the existing aggregate base, if necessary, to the original or intended grade.

13. **BITUMINOUS TACK COAT (Contingency Bid Item):** The work under this item shall consist of furnishing all materials, personnel and equipment necessary to apply a tack coat at the direction of the Engineer. The tack coat shall be grade SS 1h (diluted, 50% water & 50% emulsion). Tack coat shall be applied in accordance with Section 329 of the Uniform Standard Specifications. Bituminous tack coat will be measured by the ton of diluted mixture.

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

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

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

15. CONSTRUCTION SIGN: The project type to be indicated on the sign shall be 131416 - 2014 CDBG STREET IMPROVEMENTS. See "Construction Sign Detail."

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

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

Work under this section shall consist of any additional work identified by the owner and contractor due to construction activity. All work under this item shall be itemized as per MAG requirements and deducted from the set amount of \$52,000. All work under this section shall include but is not limited to all necessary materials, tools, layout, survey and labor required to complete each task.

Measurement and payment for this item shall be made on an individual basis per task and as described above. Limit for this item is set at \$52,000 on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY.

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