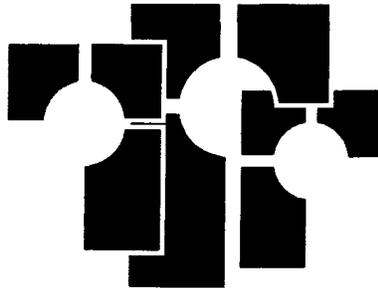


**CITY CLERK
ORIGINAL
PROJECT SPECIFICATIONS AND
CONTRACT DOCUMENTS**

PROJECT 121336

OASIS ADMINISTRATION OFFICES-TENANT IMPROVEMENTS

MARCH 2014



GLENDAL
LE



CITY OF GLENDALE

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

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

MAYOR

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COUNCIL MEMBERS

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CITY MANAGER

Brenda S. Fischer

CITY ATTORNEY

Michael D. Bailey

CITY CLERK

Pamela Hanna

ACTING CITY ENGINEER

Craig Johnson





Engineering Department

Memorandum

DATE: April 1, 2014
TO: All Plan and Specification Holders
FROM: Public Works/Engineering
SUBJECT: PROJECT NO. 121336 – Tenant Improvements Oasis Administration Offices

ADDENDUM NO. 1

This Addendum No. 1 consists of 1 page. The following revisions shall be made to the CONTRACT DOCUMENTS. The Bidder shall acknowledge receipt of this Addendum No. 1 as required by Paragraph 12 of the Information for Bidders which is contained in the PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

There are two separate areas. One area of 3 offices and another area of 6 offices, total of 9 offices.

In the area with 6 offices there is an existing oak door with a sidelight to be removed and reused. The existing oak door and frame is to be reused for one of the offices in the 3 office area. This means there are 2 new oak doors and frames needed for the other 2 offices in the 3 office area.

There is also an existing door in the 6 office area that will be relocated to the left where there will be a new hallway to the new 6 offices.

The new 6 offices in the 6 office area require 6 new doors and frames. These are the doors and frames referenced on sheet 5 as the Alternates.

The bid for the Base Bid needs to include the cost for the following doors/frames:

Cost to remove and reuse the existing oak door/frame with sidelight to one of the new offices in the 3 office area

Cost of 2 new oak door/frames with sidelight for the other 2 offices in the 3 office area

Cost to remove and reuse the existing door/frame to the hallway of the 6 office area.

Cost for all hardware for all new doors (8 new doors)

Not included in the Base Bid is the cost of the new 6 doors/frames in the 6 office area.

The bid for Alternates 1-5 includes the cost of the new 6 doors/frames, including installation.

Alternate 1 is for the cost of 6 new aluminum frames to be installed in the 6 office area

Alternate 2 is for the cost of 6 new steel frames to be installed in the 6 office area

Only one of these two Alternates will be chosen.

Alternate 3 is for the cost of 6 new oak doors to be installed in the 6 office area

Alternate 4 is for the cost of 6 new steel doors to be installed in the 6 office area

Alternate 5 is for the cost of 6 new fiberglass doors to be installed in the 6 office area

Only one of these three Alternates will be chosen.

Contractor is to salvage the existing carpet from the demolition areas and reuse where possible. If new carpet is required it shall match the existing in type and color, and shall be approved by the owner.

New carpet shall have the following characteristics and meet the following standards:

Dense, low pile carpeting for wheelchair or cart traffic

Tweed pile

Tight loop pile

Continuous synthetic filament yarns

Pile height approximately 1/4-inch

Impermeable backing membrane

For slab-on-grade installations, verify that slab is suitably protected against moisture vapor emission which might cause loss of bond.

Thank You,
David Kohnert
Project Manager

THIS ADDENDUM CONSISTS OF THE COVER PLUS 2 PAGES

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NOTICE TO CONTRACTORS

Sealed bids shall be either mailed to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona, 85301, or hand-delivered to the Engineering Department office, third floor, 5850 West Glendale Avenue, Glendale, Arizona, for furnishing all plant, material, equipment and labor, and to complete construction of: **PROJECT NO. 121336 -OASIS ADMINISTRATION OFFICES-TENANT IMPROVEMENTS**. Provide labor, equipment, and materials for tenant improvements at the Oasis Water Treatment Plant Administration Offices. Work includes demolition of existing interior walls, installation of new interior walls, door frames, doors, door hardware, painting and wall coverings. Also includes minor revisions/new installations of HVAC, electrical, and fire sprinkler system.

Bids must be received by the Engineering Department of the City of Glendale no later than 2:00p.m., April 3, 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 March 25, 2014, at 10:00a.m., at the Oasis Water Treatment Plant, 7070 West Northern 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 \$15.00 shall be paid for each set of plans and specifications issued from this office.

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

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

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

CITY OF GLENDALE, ARIZONA

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

Material Payment Bonds and the Certificate of Insurance, the Bid Security shall become the property of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within Thirty (30) 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 March 25, 2014, at 10:00a.m., at the Oasis Water Treatment Plant, 7070 West Northern 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 GLENDALC ARIZONA

Date 4/21/7

Proposal of DIAMOND RIDGE DEV., 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
GLENDALC, ARIZONA

Ladies and Gentlemen:

We, the undersigned, propose to do all the work and furnish all the labor, physical plant and materials necessary for the work set forth in the Bidding Documents, titled **PROJECT 121336- OASIS ADMINISTRATION OFFICES-TENANT IMPROVEMENTS**. We further declare that we have carefully read and examined the referenced Bidding Documents that we have made a personal examination of the site, that we understand the exact Scope of the Project, and by making the Bid, declare that we are in compliance with all the requirements thereof.

The undersigned agrees to perform the work as described in the Contract Documents for the following lump sum price:

Base Bid: 46,970 ⁰⁰
Contingency: \$3,000.00
TOTAL BASE BID INCLUDING CONTINGENCY: 49,970 ⁰⁰

Please provide a cost to supply and install the following items per the Project Specifications, Page 4, Para. 19. ALTERNATES, and the SPECIAL PROVISIONS, Para. 1. SCOPE OF WORK.

These Alternate Bid Items are intended for use in the 6 Offices that are separate from the existing Administration Offices as detailed on the project drawings.

Alternate 1: Aluminum Door Frames - Timely Classic Frame, C-Series, 18 Gage 1 3/4" Type F, Color Browntone (SC101), (TA-23 Aluminum):
\$ 1,250 ⁰⁰
Alternate 2: Steel Door Frames - Timely Classic Frame, C-Series, 18 Gage 1 3/4" Type F, Color Browntone (SC101), (TA-8 Steel):
\$ 875 ⁰⁰
Alternate 3: Oak Door - Match existing oak doors as represented in the existing Administration Offices :
\$ 2,485 ⁰⁰
Alternate 4: Steel Door - Flush Steel B-Label 90 minute rated 3'0" x 7'0" x 1 3/4":
\$ 2,815 ⁰⁰
Alternate 5: Fiberglass Door - Millbrook Plastpro 20 minute Smooth Skin Flush Door (DRS002):
\$ 3,450 ⁰⁰

Approval of Substitutions and Use of Equals to the products specified above must be submitted per the Project Specifications: Page 4, Para. 20. APPROVAL OF SUBSTITUTIONS and Page 4, Para 21 USE OF "EQUALS".

DIAMOND RIDGE DEVELOPMENT

The undersigned hereby declares that he has visited the site(s) and has carefully examined the original contract documents, on file with the City, relating to the work covered by the above bid or bids. This bid proposal is based on those contract documents and the specifications and plans contained therein.

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.

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.

Upon receipt of notice of the acceptance of this bid, we will execute the formal contract attached within ten (10) days, and will deliver the Certificate of Insurance.

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

140840

DIAMOND RIDGE DEVELOPMENT
Contractor

By [Signature]

JEFFREY W GREEN

10112 2502 KENILWORTH AZ 85380

(Complete business address)

Telephone Number: 623-412-8809

Fax Number 623-412-8328

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

#1, 4/1/14

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

Acknowledged by [Signature]

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Diamond Ridge Development Corporation, an Arizona corporation ("Contractor") as of the 27 day of May, 2014

RECITALS

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

AGREEMENT

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

1. Project.

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

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein

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

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

1.3 Project Team.

- (A) Project Manager Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement
(B) Project Team
(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor

(C) Sub-contractors

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within thirty (30) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that

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

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

3.4 **Coordination; Interaction.**

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

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

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

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

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$53,330.00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation")

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

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

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

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

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

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

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

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

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

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

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C)

6. Termination.

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

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

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

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

7. Insurance.

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

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

- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties

7.2 Sub-contractors.

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

7.3 Indemnification.

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

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

8. Immigration Law Compliance.

- 8 1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A R S § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R S § 23-214(A) which requires registration and participation with the E-Verify Program
- 8 2 Any breach of warranty under subsection 8 1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement
- 8 3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8 1 above
- 8 4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8 1 above Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in

exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8

- 8 5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City
- 8 6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement
- 8 7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program

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

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

11. **Notices.**

11 1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if

- (A) The Notice is in writing, and
- (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if
 - (1) Received on a business day, or before 5.00 p m , at the address for Notices identified for the Party in this Agreement by U S Mail, hand delivery, or overnight courier on or before 5 00 p.m ; or
 - (2) As of the next business day after receipt, if received after 5 00 p m
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11 2 **Representatives.**

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

Diamond Ridge Development Corporation
Attn. Jeffery Green
P O Box 2602
Peoria, Arizona 85380

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

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

With required copies to:

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

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

- (C) Concurrent Notices.

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

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

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

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

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

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

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

14.2 **Interpretation.**

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

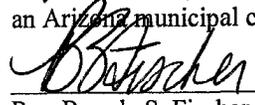
- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties Any amendment may be subject to City Council approval
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument
- 15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C The final determination will be made by the City
- 16. **Exhibits.** 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 121336

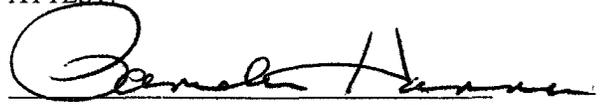
The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation

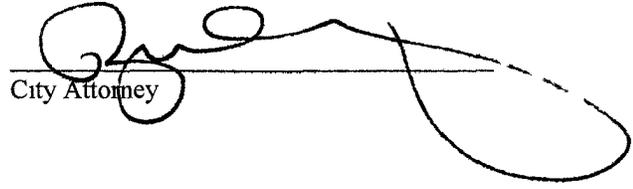


By: Brenda S. Fischer
Its: City Manager

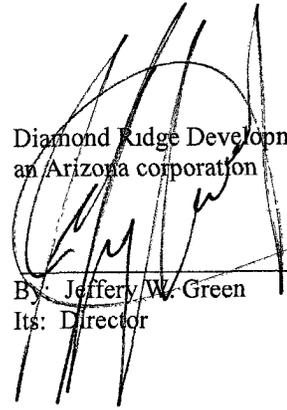
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

Diamond Ridge Development Corporation
an Arizona corporation



By: Jeffery W. Green
Its: Director

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

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Base Bid Provide labor, equipment, and materials for tenant improvements at the Oasis Water Treatment Plant Administration Offices Work includes demolition of existing interior walls, installation of new interior walls, door frames, doors, door hardware, painting and wall coverings Also includes minor revisions/new installations of HVAC, electrical, and fire sprinkler system.

Alternate 2 Steel Door Frames – Timely Classic Frame, C-Series, 18 Gage 1 $\frac{3}{4}$ ” Type F, Color Browntone (SC101), (TA-8 Steel)

Alternate 3 Oak Door – Match existing oak doors as represented in the existing Administration Offices

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 \$53,330 00

DETAILED PROJECT COMPENSATION

Total includes the Base Bid, Alternate 2 and Alternate 3 as shown on Page 7 of the Bid Schedule.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

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

2.4 Award At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages

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

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

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

4. **Exceptions.**

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

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

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

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

Bond No. 1001006452

KNOW ALL MEN BY THESE PRESENTS:
Diamond Ridge

U S Specialty

That Development Corp (hereinafter called the Principal), as Principal, and Insurance Company, a corporation organized and existing under the laws of the State of Texas with its principal office in the City of Houston (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation. (hereinafter called the Obligee), in the amount of Fifty-Three Thousand Three-Hundred Thirty Dollars (\$53,330), for the payment whereof; the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents

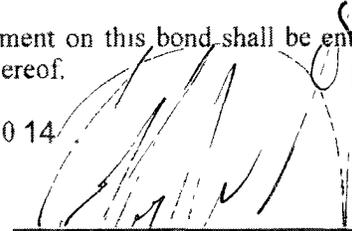
WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the 27th day of May 20 14 to construct PROJECT 121336 - OASIS ADMINISTRATION OFFICES-TENANT IMPROVEMENTS, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

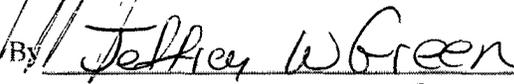
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter, and Article, to the extent as if it were copied at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

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

Witness our hands this 9th day of June, 20 14



Principal Seal

By 

Seal



Seal

Erica Franko, Attorney-In-Fact, CoBiz Insurance
Agency of Record

2600 N. Central Ave., Ste 1950, Phoenix. AZ 85004
Agency Address

Telephone Number: 602-296-2300

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)

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 1001006452

That Diamond Ridge Development Corporation (hereinafter called the Principal), as Principal, and U.S. Specialty Insurance Company, a corporation organized and existing under the laws of the State of Texas with its principal office in the City of Houston, (hereinafter called the Surety), as surety, are held and firmly bound unto the City of Glendale, a municipal corporation, (hereinafter called the Obligee), in the amount Fifty-Three Thousand Three-hundred Thirty Dollars (\$ 53,330), 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.

27th

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the _____ day of May 20 14 to construct PROJECT 121336 - OASIS ADMINISTRATION OFFICES-TENANT 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 9th day of June 20 14.

Principal

Seal

By

Surety

Seal

Erica Franko, Attorney-In-Fact, CoBiz Insurance

Agency of Record

2600 N. Central Ave., Ste1950, Phoenix, AZ 85004

Agency Address

Telephone 602-296-2300

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Ashley Miller, Kristin Ball, or Erica Franko of Phoenix, Arizona

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** **Dollars (\$**3,000,000.00**).**

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature]
Daniel P. Aguilar, Vice President

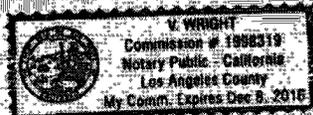
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 9th day of June 2014.

Corporate Seals



[Signature]
Jeannie Lee, Assistant Secretary

Bond No. _____
Agency No. 17983



ADDITIONAL REMARKS SCHEDULE

AGENCY CoBiz Insurance, Inc. - AZ		NAMED INSURED Diamond Ridge Development Corporation P O. Box 2662 Peoria, AZ 85380	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

A Waiver of Subrogation in favor of City of Glendale its elected officials, officers, employees and agents applies with respect to General Liability as required by written contract per attached form GA233AZ 09/09.

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following

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

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of

- (a) A written contract or agreement, or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided

- (a) The written or oral contract or agreement is

- 1) Currently in effect or becomes effective during the policy period, and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply, and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions

This insurance does not apply to

- 1) Any "occurrence" which takes place after

- you cease to be a tenant in that premises
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires
 - (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions
 - 1) The insurance afforded the vendor does not apply to
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
 - b) Any express warranty unauthorized by you,
 - c) Any physical or chemical change in the product made intentionally by the vendor,
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - 2) This insurance does not apply to any insured person or organization
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

- companying or containing such products, or
- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies
- 1) The existence, maintenance, repair, construction, erection, 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
 - 2) The construction, erection, or removal of elevators, or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit
 - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2)
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard",
 - (b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured, or
 - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of
 - 1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations
 - a) Providing engineering, architectural or surveying services to others, and

- b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include

- a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, and
- b) Supervisory or inspection activities performed as a part of any architectural or engineering activities

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform

- 2) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is hereby amended as follows

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except

- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**, or
- (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property** of Paragraph 2., **Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The

Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of

- (a) Insureds,
- (b) Claims made or "suits" brought, or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount
- (b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED,** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed

- a. Nurses,
- b. Emergency Medical Technicians, or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is hereby deleted and replaced by the following

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include
 - (1) How, when and where the "occurrence" or offense took place,
 - (2) The names and addresses of any injured persons and witnesses, and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense

This requirement applies only when the "occurrence" or offense is known to an "authorized representative"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY / NONCONTRIBUTORY AMENDMENT OF
CONDITIONS FOR DESIGNATED ADDITIONAL
INSUREDS**

This endorsement modifies insurance provided under the following

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization (Additional Insured):

Any person or organization for whom you are required in written contract to add as an additional insured on a primary and noncontributory basis

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following

5. Other Insurance

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

a. Primary Insurance

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise, **b.** below applies

b. Excess Insurance

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

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

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

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

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

c. Method of Sharing

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

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

CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT 121336 - OASIS ADMINISTRATION OFFICES-TENANT 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, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subcontracts shall conform to the regulations governing employment of labor.

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

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

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

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

27. **OVERTIME:**

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

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

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

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

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into

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

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

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

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

31. LIQUIDATED DAMAGES:

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

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

31.3 The date of substantial completion shall be the date when the work is sufficiently complete, in

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

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

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

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

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

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the City with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the City via fax at (623) 915-2689, and mail the original to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301. Should any ambiguity arise between the Contract and these Conditions, the provisions of the Contract shall prevail.

END OF SUPPLEMENTAL GENERAL CONDITIONS

SPECIAL PROVISIONS

1. SCOPE OF WORK:

A. Provide labor, equipment, and materials for tenant improvements at the Oasis Water Treatment Plant Administration Offices. Work includes demolition of existing interior walls, installation of new interior walls, door frames, doors, door hardware, painting and wall coverings. Also includes minor revisions/new installations of HVAC, electrical, and fire sprinkler system.

B. Alternate Bid Items-Alternate Bid Items are being requested for consideration of use in 6 of the 9 offices that are included in the scope of work for this project. The 6 offices the alternate bid items may be applied to are clearly designated on the project drawings. The project drawings also include specific information pertaining to the materials requested for the alternate bid items.

Approval of Substitutions and Use of Equals to the materials specified for the Alternate Bid Items must be submitted per the Project Specifications: Page 4, Para. 20. APPROVAL OF SUBSTITUTIONS and Page 4, Para. 21 USE OF "EQUALS"

2. DEFINITIONS:

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

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

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

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

Field notes shall be kept in standard field notebooks furnished by the Contractor. Field notes shall be kept

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

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

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

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

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

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

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

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

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

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

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

The Engineer reserves the right to make inspections and random checks of the staking and layout. Inspection or acceptance of all or any part of the Contractor's staking and layout by the Engineer does

not relieve the Contractor of full responsibility to secure the proper dimensions, grades and elevations of the work.

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

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

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

Payment for this item will be made at the contract lump sum price fully complete for **M1058000 CONSTRUCTION SURVEYING AND LAYOUT.**

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

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

6. **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

7. **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 \$3,000. 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

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above. Limit for this item is set at \$3,000 on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY.

END OF SPECIAL PROVISIONS

SECTION 02 4119
SELECTIVE DEMOLITION

PART 1 - GENERAL

1 01 SUMMARY

- A Section Includes
 - 1 Demolition and removal of selected portions of building or structure
 - 2 Demolition and removal of selected site elements
 - 3 Salvage of existing items to be reused or recycled

1 02 DEFINITIONS

- A Remove Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled
- B. Remove and Salvage Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse
- C Remove and Reinstall Detach items from existing construction, prepare for reuse, and reinstall where indicated
- D Existing to Remain Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled

1 03 PREINSTALLATION MEETINGS

- A Pre-demolition Conference Conduct conference at Project site

1 04 INFORMATIONAL SUBMITTALS

- A Pre-demolition Photographs or Video Submit before Work begins

1 05 FIELD CONDITIONS

- A Owner will occupy portions of building immediately adjacent to selective demolition area Conduct selective demolition so Owner's operations will not be disrupted
- B Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical
 - 1 Before selective demolition, Owner will remove the following items
 - a Office furniture/equipment
- C Notify Owner of discrepancies between existing conditions and Drawings before proceeding with selective demolition
- D Hazardous Materials It is not expected that hazardous materials will be encountered in the Work.
 - 1 Hazardous materials will be removed by Owner before start of the Work

2 If suspected hazardous materials are encountered, do not disturb, immediately notify Architect and Owner Hazardous materials will be removed by Owner under a separate contract

E Storage or sale of removed items or materials on-site is not permitted.

F Utility Service Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations

1 Maintain fire-protection facilities in service during selective demolition operations

1 06 WARRANTY

A Existing Warranties Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties

PART 2 - PRODUCTS

2 01 PERFORMANCE REQUIREMENTS

A Regulatory Requirements Comply with governing EPA notification regulations before beginning selective demolition Comply with hauling and disposal regulations of authorities having jurisdiction

1 Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished, do not demolish such existing construction beyond indicated limits

2 Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished, do not demolish such existing construction beyond indicated limits

3 Maintain existing nonshell, nonstructural components (walls, flooring, and ceilings) not indicated to be demolished, do not demolish such existing construction beyond indicated limits

PART 3 - EXECUTION

3 01 EXAMINATION

A Verify that utilities have been disconnected and capped before starting selective demolition operations

B Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required

C When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict Promptly submit a written report to Owner

D Survey of Existing Conditions Record existing conditions by use of measured drawings, preconstruction photographs, preconstruction videotapes

3 02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A Existing Services/Systems to Remain Maintain services/systems indicated to remain and protect them against damage

- B Existing Services/Systems to Be Removed, Relocated, or Abandoned Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished
- 1 Owner will arrange to shut off indicated services/systems when requested by Contractor
 - 2 If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building
 - 3 Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed
 - a Piping to Be Removed Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material
 - b Piping to Be Abandoned in Place Drain piping and cap or plug piping with same or compatible piping material
 - c Equipment to Be Removed Disconnect and cap services and remove equipment
 - d Equipment to Be Removed and Reinstalled Disconnect and cap services and remove, clean, and store equipment, when appropriate, reinstall, reconnect, and make equipment operational
 - e Equipment to Be Removed and Salvaged Disconnect and cap services and remove equipment and deliver to Owner
 - f Ducts to Be Removed Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material
 - g Ducts to Be Abandoned in Place Cap or plug ducts with same or compatible ductwork material

3 03 PREPARATION

- A. Temporary Shoring Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished

3 04 SELECTIVE DEMOLITION, GENERAL

- A General Demolish and remove existing construction only to the extent required by new construction and as indicated Use methods required to complete the Work within limitations of governing regulations and as follows
- 1 Neatly cut openings and holes plumb, square, and true to dimensions required Use cutting methods least likely to damage construction to remain or adjoining construction Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces Temporarily cover openings to remain
 - 2 Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces
 - 3 Do not use cutting torches until work area is cleared of flammable materials At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations Maintain portable fire-suppression devices during flame-cutting operations
 - 4 Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing
 - 5 Dispose of demolished items and materials promptly
 - 6 Do not demolish building elements beyond what is indicated on Drawings without Owner's approval

- B Removed and Salvaged Items
 - 1 Clean salvaged items
 - 2 Pack or crate items after cleaning Identify contents of containers
 - 3 Store items in a secure area until delivery to Owner
 - 4 Transport items to Owner's storage area on-site Protect items from damage during transport and storage

- C Removed and Reinstalled Items
 - 1 Clean and repair items to functional condition adequate for intended reuse
 - 2 Pack or crate items after cleaning and repairing Identify contents of containers
 - 3 Protect items from damage during transport and storage
 - 4. Reinstall items in locations indicated Comply with installation requirements for new materials and equipment Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated

- D Existing Items to Remain Protect construction indicated to remain against damage and soiling during selective demolition

3 05 DISPOSAL OF DEMOLISHED MATERIALS

- A General Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site

- B Do not allow demolished materials to accumulate on-site
 - 1 Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas

- C Burning Do not burn demolished materials

- D Disposal Transport demolished materials off Owner's property and legally dispose of them

3 06 CLEANING

- A Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations Return adjacent areas to condition existing before selective demolition operations began

END OF SECTION

+SECTION 08 1213

HOLLOW METAL FRAMES

PART 1 - GENERAL

1 01 SUMMARY

A Section includes hollow-metal frames

1 02 ACTION SUBMITTALS

A Product Data For each type of product

PART 2 - PRODUCTS

2 01 MANUFACTURERS

A Manufacturers Subject to compliance with project drawings, provide product information to Owner

2 02 FABRICATION

A Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle
1 Door Silencers Except on weather-stripped frames, drill stops to receive door silencers

PART 3 - EXECUTION

3 01 INSTALLATION

A Hollow-Metal Frames Install hollow-metal frames of size and profile indicated
1 Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged

3 02 ADJUSTING AND CLEANING

A Final Adjustments Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable

END OF SECTION

SECTION 08 7100

DOOR HARDWARE

PART 1 - GENERAL

1 01 SUMMARY

Supply door hardware per Door & Hardware Schedule on project drawings

1 02 ACTION SUBMITTALS

- A Product Data For each type of product indicated
 - 1. Keying Schedule Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks

1 03 MAINTENANCE MATERIAL SUBMITTALS

- A Keying Conference Conduct conference at Project site "

1 04 DELIVERY, STORAGE, AND HANDLING

- A Deliver keys[**and permanent cores**] to Owner

1 05 WARRANTY

- A Special Warranty Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period

PART 2 - PRODUCTS

2 01 SCHEDULED DOOR HARDWARE

- A Provide door hardware for each door as per Door & Hardware Schedule in the project drawings
 - 1 Door Hardware Sets Provide quantity, item, size, finish or color indicated, as indicated in the Door & Hardware Schedule in the project drawings
 - 2 Named Manufacturers' Products Manufacturer and product designation are listed in the Door & Hardware Schedule in the project drawings

2 02 HINGES

- A Hinges Provide as indicated in the Door & Hardware Schedule in the project drawings

2 03 CLOSER Provide as indicated in the Door & Hardware Schedule in the project drawings.

a

2 04 KEYING Locks to be keyed to building master

a Master Keys Five

2 05 FINISHES

- A Provide finishes as indicated in door hardware schedule

PART 3 - EXECUTION

3 01 INSTALLATION

- A **Mounting Heights** Mount door hardware units at heights **[indicated on Drawings] [to comply with the following]** unless otherwise indicated or required to comply with governing regulations
- B Install each door hardware item to comply with manufacturer's written instructions
 - 1 Set units level, plumb, and true to line and location Adjust and reinforce attachment substrates as necessary for proper installation and operation
- C **Hinges** Install types and in quantities indicated in door hardware schedule

END OF SECTION

SECTION 09 2900

GYPSUM BOARD

PART 1 - GENERAL

1 01 SUMMARY

- A Section Includes
 - 1 Interior gypsum board
 - 2 Texture finishes

1 02 ACTION SUBMITTALS

- A Product Data For each type of product
- B. Samples
 - 1 Textured Finishes Minimum 12 inches by 12 inches for each textured finish indicated and on same backing indicated for Work

PART 2 - PRODUCTS

2 01 GYPSUM BOARD, GENERAL

2 02 INTERIOR GYPSUM BOARD

- A Manufacturers Subject to compliance with requirements, provide one of the following or approved equal
 - 1 American Gypsum
 - 2 CertainTeed Corp
 - 3 Georgia-Pacific Gypsum LLC
 - 4 Lafarge North America Inc
 - 5 National Gypsum Company
 - 6 PABCO Gypsum
 - 7 USG Corporation
- B Gypsum Board, Type X ASTM C 1396/C 1396M
 - 1 Thickness 5/8 inch (15.9 mm)
 - 2 Long Edges Tapered
- C. Gypsum Ceiling Board ASTM C 1396/C 1396M.
 - 1. Thickness 1/2 inch (12.7 mm)
 - 2 Long Edges Tapered

2 03 JOINT TREATMENT MATERIALS

- A General Comply with ASTM C 475/C 475M
- B Joint Tape
 - 1 Interior Gypsum Board Paper
- C Joint Compound for Interior Gypsum Board For each coat use formulation that is compatible with other compounds applied on previous or for successive coats

2 04 TEXTURE FINISHES

- A Primer As recommended by textured finish manufacturer
- B Non-Aggregate Finish Pre-mixed, vinyl texture finish for spray application
 - 1 Products Subject to compliance with requirements, provide one of the following
 - a CertainTeed Corp , ProRoc Easi-Tex Spray Texture
 - b National Gypsum Company, Perfect Spray EM Texture
 - c USG Corporation, BEADEx FasTex Wall and Ceiling Spray Texture
 - 2 Texture Match existing interior walls

PART 3 - EXECUTION

3 01 APPLYING AND FINISHING PANELS

- A Comply with ASTM C 840
- B Examine panels before installation Reject panels that are wet, moisture damaged, and mold damaged
- C Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors Provide 1/4- to 1/2-inch- (6 4- to 12 7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed Seal joints between edges and abutting structural surfaces with acoustical sealant
- D Prefill open joints, rounded or beveled edges, and damaged surface areas
- E Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape
- F Gypsum Board Finish Levels Finish panels to levels indicated below and according to ASTM C 840
 - 1 Joints and interior angles shall have tape embedded in joint compound and shall be immediately wiped with joint knife leaving thin coating of joint compound over joints and interior angles Two separate coats of joint compound shall be applied over flat joints and one separate coat of joint compound shall be applied over interior angles Fastener heads and accessories shall be covered with three separate coats of joint compound Thin skim coat of joint compound trowel applied, or material manufactured especially for this purpose and applied in accordance with manufacturer's recommendations, applied to the entire surface Surface shall be smooth and free of tool marks and ridges
 - a It is recommended that the prepared surface be coated with drywall primer prior to application of finish paint
 - 1) This level of finish is highly recommended where paint is specified or where severe lighting conditions occur
- G Texture Finish Application Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns
- H Protect adjacent surfaces from drywall compound and texture finishes and promptly remove from floors and other non-drywall surfaces Repair surfaces stained, marred, or otherwise damaged during drywall application

I Remove and replace panels that are wet, moisture damaged, and mold damaged

END OF SECTION

SECTION 09 9123
INTERIOR PAINTING

PART 1 - GENERAL

1 01 SUMMARY

- A Section includes surface preparation and the application of paint systems on interior substrates
 - 1 Concrete
 - 2 Concrete masonry units (CMU)
 - 3 Steel
 - 4 Galvanized metal
 - 5 Aluminum (not anodized or otherwise coated)
 - 6 Wood
 - 7 Gypsum board
 - 8. Plaster

1 02 DEFINITIONS

- A Gloss Level 1 (Matte, Flat) Not more than 5 units at 60 degrees and 1 to 2 units at 85 degrees
- B Gloss Level 2 (Velvet, Flat) 5 to 9 units at 60 degrees and 10 to 15 units at 85 degrees
- C Gloss Level 3 (Eggshell) 10 to 15 units at 60 degrees and 15 to 30 units at 85 degrees.
- D Gloss Level 4 (Satin) 20 to 35 units at 60 degrees and 35 to 50 units at 85 degrees
- E Gloss Level 5 (Semi-Gloss) 40 to 50 units at 60 degrees
- F Gloss Level 6 (Gloss) 70 to 80 units at 60 degrees
- G Gloss Level 7 (High Gloss) More than 80 units at 60 degrees
- H Blocking Two painted surfaces sticking together such as a painted door sticking to a painted jamb
- I Bio-Pruf Biostabilizing additive, to protect products from premature microbial degradation
- J EG Ethylene Glycol Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U S EPA
- K EPR Environmental Performance Rating Master Painters Institute (MPI) formula that relates to VOC, Performance of Category, Gloss and Appropriate specified use Higher values equate to greater eco-efficiency
- L MPI Master Painters Institute Organization that establishes architectural paint standards and quality assurance programs in North America [www paintinfo com](http://www.paintinfo.com)
- M PDCA Painting & Decorating Contractors of America [www pdca org](http://www.pdca.org)

- N RAVOC Reactivity adjusted VOC "Reactivity" means the ability of a VOC to promote ozone formation
- O SSPC The Society for Protective Coatings publishes Scopes of SSPC Surface Preparation Standards and Specifications www.sspc.org

1 03 ACTION SUBMITTALS

- A Product Data For each type of product Include preparation requirements and application instructions
- B Samples for Initial Selection For each type of topcoat product.
- C Samples for Verification For each type of paint system and in each color and gloss of topcoat
 1. Submit Samples on rigid backing, no smaller than 7 inches X 10 inches or larger than 8 5 inches X 11 inches
 2. Label each Sample for project, architect, general contractor, painting contractor, paint color name and number, paint brand name, "P" number if applicable, and application area
- D Product List For each product indicated, include the following
 - 1 Cross-reference to paint system and locations of application areas Use same designations indicated on Drawings and in schedules
 - 2 Following the format prescribed in Part 2 "PRODUCTS", submit physical properties data and appropriate test results for each proposed product substitution

1 04 MAINTENANCE MATERIAL SUBMITTALS

- A Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents
 - 1 Paint 5 percent, but not less than 1 gallon of each material and color applied

1 05 QUALITY ASSURANCE

- A Mockups Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution
 - 1 Owner will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3
 - a Vertical and Horizontal Surfaces Provide samples of at least 1 sq ft
 - b Other Items Architect will designate items or areas required
 - 2 Final approval of color selections will be based on mockups
 - a If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner
 - 3 Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations in writing
 - 4 Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion

1 06 DELIVERY, STORAGE, AND HANDLING

AW 201_00
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Date

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09 9123 - 2
INTERIOR PAINTING

- A Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 75 deg F
 - 1 Maintain containers in clean condition, free of foreign materials and residue
 - 2 Remove rags and waste from storage areas daily

1 07 FIELD CONDITIONS

- A Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 105 deg F
- B Do not apply paints when relative humidity exceeds 85 percent, at temperatures less than 5 deg F above the dew point, or to damp or wet surfaces
- C Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed

PART 2 - PRODUCTS

2 01 MANUFACTURERS

- A Basis-of-Design Product Subject to compliance with requirements, provide products from one of the following
 - 1 Dunn-Edwards Corp
 - 2 Sherwin-Williams
 - 3 Frazee/Comex
- B Products Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in other Part 2 articles for the paint category indicated
- C MPI numbers may not be included for each product In this case, a comparable product has been included

2 02 PAINT, GENERAL

- A Material Compatibility
 - 1 Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience
- B Colors: As scheduled

2 03 BLOCK FILLERS

- A Block Filler, Latex, Interior/Exterior
 - 1 Dunn-Edwards, Smooth Blocfil Select SBSL00 Smooth Block Filler, MPI #4
 - 2 Sherwin-Williams Interior/Exterior Block Filler, B25W25

2 04 PRIMERS/SEALERS

- A Primer Sealer, Latex, Interior
 - 1 Dunn-Edwards, Vinylastic Select VNLSL00, MPI #50.
 - 2 Sherwin-Williams ProMar 200 Zero VOC Primer, B28W02600
- B Primer, Latex, for Interior Wood

- 1 Dunn-Edwards, Inter-Kote acrylic enamel undercoat W6325, MPI #39
- 2 Sherwin-Williams Multi-Purpose 0 VOC Primer/Sealer, B51W00450

2 05 METAL PRIMERS

- A Primer, Rust-Inhibitive, Water Based
 - 1 Dunn-Edwards, Bloc-Rust Premium BRPR00-1 Series, MPI #107.
 - 2 Sherwin-Williams Pro Industrial ProCryl Universal Primer, B66W310

2 06 WATER-BASED PAINTS

- A Latex, Interior, Flat, (Gloss Level 1)
 - 1. Dunn-Edwards, Spartawall SWLL10 MPI #53
 - 2 Sherwin-Williams ProMar 400 Zero VOC Flat, B30W04651- THIS IS NOT LISTED under MPI#53
- B Latex, Interior, Velvet, (Gloss Level 2)
 - 1 Dunn-Edwards, Spartawall SWLL20 MPI #44
 - 2 Sherwin-Williams ProMar 400 Zero VOC EgShel, B20W04651
- C Latex, Interior, Eggshell, (Gloss Level 3)
 - 1 Dunn-Edwards, Spartawall SWLL30 MPI #52
 - 2 Sherwin-Williams ProMar 400 Zero VOC EgShel, B20W04651
- D Latex, Interior, Low Sheen, (Gloss Level 4)
 - 1 Dunn-Edwards, Spartawall SWLL40 MPI #43
 - 2 Sherwin-Williams ProMar 400 Zero VOC Semi-Gloss, B31W04651
- E Latex, Interior, Semi-Gloss, (Gloss Level 5)
 - 1 Dunn-Edwards, Spartawall SWLL50 MPI #54
 - 2 Sherwin-Williams ProMar 400 Interior Latex Gloss, B21W00451
- F Latex, Interior, Gloss, (Gloss Level 6)
 - 1 Dunn-Edwards, Spartashield SSSL60 MPI #114
 - 2 Sherwin-Williams SOLO Interior/Exterior Gloss, A77W00051, NOT LISTED in MPI #114

2 07 For specific recommendations based on project requirements please contact your Dunn-Edwards Architectural Representative or [http //dunnedwards com/ArchitectsDesigners/ContactUs.aspx](http://dunnedwards.com/ArchitectsDesigners/ContactUs.aspx)

2 11 SOURCE QUALITY CONTROL

- A Testing of Paint Materials Owner reserves the right to invoke the following procedure
 - 1 Owner may engage the services of a qualified testing agency to sample paint materials Contractor will be notified in advance and may be present when samples are taken If paint materials have already been delivered to Project site, samples may be taken at Project site Samples will be identified, sealed, and certified by testing agency
 - 2 Testing agency will perform tests for compliance with product requirements
 - 3 Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials Contractor will comply with requirements to use compatible products and systems as described in Article 2 2. Contractor will be required to remove rejected materials from previously painted

surfaces if, on repainting with complying materials, the two paints are incompatible

PART 3 - EXECUTION

3 01 EXAMINATION

- A Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work
- B Maximum Moisture Content of Substrates When measured with an electronic moisture meter as follows:
 - 1. Concrete 12 percent
 - 2. Masonry (Clay and CMU) 12 percent
 - 3. Wood. 15 percent
 - 4. Gypsum Board 12 percent
 - 5. Plaster 12 percent
- C. Gypsum Board Substrates Verify that finishing compound is sanded smooth
- D Plaster Substrates Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer
- E Spray-Textured Ceiling Substrates Verify that surfaces are dry
- F Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers
- G Proceed with coating application only after unsatisfactory conditions have been corrected
 - 1. Application of coating indicates acceptance of surfaces and conditions

3 02 PREPARATION

- A Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated
- B Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed Remove surface-applied protection if any
- C Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants
 - 1 Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated
- D Concrete Substrates Remove release agents, curing compounds, efflorescence, and chalk Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions, including pH testing to determine that alkalinity is within limits established by the manufacturer

- E Masonry Substrates Remove efflorescence and chalk Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions
- F Shop-Primed Steel Substrates Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces
- G Wood Substrates
 - 1 Scrape and clean knots, and apply coat of knot sealer before applying primer
 - 2. Sand surfaces that will be exposed to view, and dust off
 - 3 Prime edges, ends, faces, undersides, and backsides of wood
 - 4 After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler Sand smooth when dried

3 03 APPLICATION

- A Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual "
 - 1 Use applicators and techniques suited for paint and substrate indicated
 - 2 Paint surfaces behind movable equipment and furniture same as similar exposed surfaces Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only
 - 3 Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces
 - 4 Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates
 - 5 Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers
- B If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance
- C Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections Cut in sharp lines and color breaks.
- D Block Fillers Provide block fill as scheduled to conform to the following PDCA Standard P12-05
 - 1 Level 3 - Premium Fill One or multiple coats of high performance block filler manufactured to be applied at a high dry film build Block filler shall be back-rolled to eliminate voids and reduce the majority of the masonry profile depth
 - a
 - 2 Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces

3 04 FIELD QUALITY CONTROL

- A Dry Film Thickness Testing Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness
 - 1 Contractor shall touch up and restore painted surfaces damaged by testing
 - 2 If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations

3 05 CLEANING AND PROTECTION

- A At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site
- B After completing paint application, clean spattered surfaces Remove spattered paints by washing, scraping, or other methods Do not scratch or damage adjacent finished surfaces
- C Protect work of other trades against damage from paint application Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition
- D At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces

3 06 INTERIOR PAINTING SCHEDULE

- 1. Latex System
 - a Prime Coat Primer, alkali-resistant, water-based, MPI #3
 - b Intermediate Coat Latex, interior, matching topcoat
 - c Topcoat Latex, interior, flat, (Gloss Level 1), MPI #53
 - d Topcoat Latex, interior, velvet, (Gloss Level 2), MPI #44
 - e Topcoat Latex, interior, eggshell, (Gloss Level 3), MPI #52
 - f Topcoat Latex, interior, low sheen, (Gloss Level 4), MPI #43
 - g Topcoat Latex, interior, semi-gloss, (Gloss Level 5), MPI #54
 - h Topcoat Latex, interior, gloss, (Gloss Level 6), MPI #114
- E Wood Substrates Including wood trim, architectural woodwork, doors, windows, wood-based panel products, glued-laminated construction, exposed joists, exposed beams
 - 1 Latex System
 - a Prime Coat Primer, latex, for interior wood
 - b Intermediate Coat Latex, interior, matching topcoat.
 - c Topcoat Latex, interior, flat, (Gloss Level 1), MPI #53
 - d Topcoat Latex, interior, velvet, (Gloss Level 2), MPI #44
 - e Topcoat Latex, interior, eggshell, (Gloss Level 3), MPI #52
 - f Topcoat Latex, interior, low sheen, (Gloss Level 4), MPI #43
 - g Topcoat Latex, interior, semi-gloss, (Gloss Level 5), MPI #54
 - h Topcoat Latex, interior, gloss, (Gloss Level 6), MPI #114
- F Gypsum Board Substrates
 - 1 Latex System
 - a Prime Coat Primer sealer, latex, interior, MPI #50
 - b Intermediate Coat Latex, interior, matching topcoat
 - c Topcoat Latex, interior, flat, (Gloss Level 1), MPI #53
 - d Topcoat Latex, interior, velvet, (Gloss Level 2), MPI #44.
 - e. Topcoat Latex, interior, eggshell, (Gloss Level 3), MPI #52
 - f Topcoat. Latex, interior, low sheen, (Gloss Level 4), MPI #43
 - g Topcoat Latex, interior, semi-gloss, (Gloss Level 5), MPI #54
 - h Topcoat Latex, interior, gloss, (Gloss Level 6), MPI #114
- G Plaster Substrates:
 - 1 Latex System
 - a Prime Coat Primer, alkali resistant, water based, MPI #3
 - b Intermediate Coat Latex, interior, matching topcoat
 - c Topcoat Latex, interior, flat, (Gloss Level 1), MPI #53

- d. Topcoat Latex, interior, velvet, (Gloss Level 2), MPI #44
- e Topcoat Latex, interior, eggshell, (Gloss Level 3), MPI #52
- f Topcoat Latex, interior, low sheen, (Gloss Level 4), MPI #43
- g Topcoat Latex, interior, semi-gloss, (Gloss Level 5), MPI #54
- h Topcoat Latex, interior, gloss, (Gloss Level 6), MPI #114

END OF SECTION