



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: 07/03/18

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

Stormwater Plans, LLC dba SWP Contracting and Paving (Headquarters: Glendale, AZ)

**\*Project Title/Description:**

FY 18/19 Arterial/Collector Pavement Repair Project Phase 1

**\*Purpose:**

Award: Contract No. CT-TR-18-465. This award of contract is recommended to the lowest, responsive, responsible bidder in the amount of \$3,319,319.00 for a contract term from 07/03/18 to 02/22/19 for the construction of FY 18/19 Arterial/Collector Pavement Repair Project Phase 1. Administering Department: Transportation.

**\*Procurement Method:**

Invitation for Bid (IFB) No. 299275 was conducted in accordance with A.R.S. § 34-201 and Pima County Procurement Code 11.12.010. Three (3) responses were received. Due to the limited scope of the project, no goal for participation by Small Business Enterprises (SBEs) was established.

Attachments: Notice of Recommendation for Award and Contract

**\*Program Goals/Predicted Outcomes:**

The project will resurface the identified roadways to extend the life of the pavement.

**\*Public Benefit:**

Resurfacing the roadways will deter pavement deterioration providing smooth and safe travel for the public.

**\*Metrics Available to Measure Performance:**

Weekly construction update meetings along with detailed evaluation of billing by the administering department.

**\*Retroactive:**

No

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PC CLK/ERD

To: COB- 6-20-18  
Ver. - 1  
gjs - 66

**Contract / Award Information**

Document Type: CT Department Code: TR Contract Number (i.e.,15-123): 18-449 465  
Effective Date: 07/03/18 Termination Date: 02/22/19 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
 Expense Amount: \$\* \$3,319,319.00  Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:**

HURF Funds  
Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
Contract is fully or partially funded with Federal Funds?  Yes  No  
If Yes, is the Contract to a vendor or subrecipient? N/A  
Were insurance or indemnity clauses modified?  Yes  No  
If Yes, attach Risk's approval.  
Vendor is using a Social Security Number?  Yes  No  
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
 Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_  
Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e.,15-123): \_\_\_\_\_  
Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
 Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:**

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_  
\*Funding Source: \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Anthony V. Schiavone Al Schiavone 6-15-18  
Department: Procurement Magg 6/15/18 Telephone: (520) 724-3245  
Department Director Signature/Date: [Signature] 06/15/18  
Deputy County Administrator Signature/Date: [Signature] 6/18/18  
County Administrator Signature/Date: [Signature] 6/18/18  
(Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: 06/08/18

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 299275 – FY 18/19 Arterial/Collector Pavement Repair Project Phase 1 that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after July 3, 2018.

Award is recommended to the Lowest, Responsive and Responsible Bidder:

<b><u>AWARDEE NAME</u></b>	<b><u>BID AMOUNT</u></b>	<b><u>AWARD AMOUNT</u></b>
Stormwater Plans, LLC dba SWP Contracting and Paving	\$3,319,319.00	\$3,319,319.00

<b><u>OTHER RESPONDENT NAMES</u></b>	<b><u>BID AMOUNT</u></b>
Granite Construction Company	\$3,436,436.00
Southern Arizona Paving and Construction, Co.	\$3,507,077.00

Engineer's Estimate: \$3,933,400.00

Issued by: Anthony V. Schiavone, Procurement Officer

Telephone Number: (520) 724-3245

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov)

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION**

**PROJECT:** FY 18/19 ARTERIAL/COLLECTOR  
PAVEMENT REPAIR PROJECT PHASE 1

**CONTRACTOR:** Stormwater Plans, LLC dba SWP  
Contracting and Paving  
5624 N. 54<sup>th</sup> Avenue  
Glendale, AZ 85301

**AMOUNT:** \$3,319,319.00

**FUNDING:** HURF Funds

<b>CONTRACT</b>
NO. <u>CT-TR-18-465</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**CONSTRUCTION SERVICES CONTRACT**

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Stormwater Plans, LLC dba SWP Contracting and Paving, hereinafter called CONTRACTOR, collectively referred to as the Parties.

**WITNESSETH**

**WHEREAS**, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and material required to construct the FY 18/19 ARTERIAL/COLLECTOR PAVEMENT REPAIR PROJECT PHASE 1; and

**WHEREAS**, CONTRACTOR submitted the low responsive, responsible bid in response to Solicitation No. 299275 for the COUNTY for said work and is qualified and willing to provide such services.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

**ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract as approved by the Pima County Board of Supervisors commences on July 3, 2018, and terminates on February 22, 2019, unless sooner terminated or further extended pursuant to the provisions of this Contract.

Construction completion time for the work to be performed under this Contract will be **80 working days** after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the COUNTY Board of Supervisors, as required by the Pima County Procurement Code must approve change orders to the Contract or the Scope of Services before CONTRACTOR performs the work authorized by the change order.

**ARTICLE 2 – SCOPE OF SERVICES**

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to complete the FY 18/19 ARTERIAL/COLLECTOR PAVEMENT REPAIR PROJECT PHASE 1. All work shall be as called for by Pima County Solicitation No. 299275 Bid Documents, **Exhibit “B” – General Conditions** (10 pages), **Exhibit “C” – Special Provisions** (7 pages), any issued Addenda, PAG Standard Specifications for Public Improvements 2015 Edition, and other documents incorporated into this Contract, all made a part hereof.

### **ARTICLE 3 – COMPENSATION AND PAYMENT**

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR will provide detailed documentation in support of requested payment. The CONTRACTOR must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

Total payment for this Contract will not exceed Three Million Three Hundred Nineteen Thousand Three Hundred Nineteen Dollars and Zero Cents (\$3,319,319.00).

Payment for this Contract will be made based on **EXHIBIT “A” – Bid Schedule** (1 page) submitted by CONTRACTOR in response to Solicitation No. 299275, attached hereto and made part of this Contract. Line items for which the “Unit” is defined as L.S. will be paid as “Lump Sum”. Other line items for which the “unit” is defined as a unit of measure (i.e., “each”, “L.F.”, etc.) and for which there is a Unit Price, will be measured and paid at the unit price for the actual quantity of work performed in accordance with the Standard Specifications. The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

For the period of record retention required under Article 23, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law

CONTRACTOR will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONTRACTOR’S own risk.

### **ARTICLE 4 – INSURANCE**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. CONTRACTOR’S insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an “A.M. Best” rating of not less than A- VII. COUNTY in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### **4.1 Minimum Scope and Limits of Insurance:**

CONTRACTOR will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit CONTRACTOR’S indemnity obligations under this Contract. COUNTY in no way warrants that the required insurance is sufficient to protect the CONTRACTOR for liabilities that may arise from or relate to this Contract. If necessary, CONTRACTOR may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

- 4.1.3 Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.
- 4.1.4 Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

4.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 4.2.1 Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of CONTRACTOR.
- 4.2.2 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of CONTRACTOR.
- 4.2.3 Primary Insurance: The CONTRACTOR'S policies shall stipulate that the insurance afforded the CONTRACTOR shall be primary and that any insurance carried by COUNTY, its agents, officials, or employees shall be excess and not contributory insurance.
- 4.2.4 Insurance provided by the CONTRACTOR shall not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that COUNTY will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the COUNTY project or contract number and project description.

4.4 Verification of Coverage:

CONTRACTOR shall furnish COUNTY with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this Contract, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the COUNTY project or contract number and project description on the certificate. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

COUNTY Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the COUNTY'S failure to obtain a required insurance certificate or endorsement, the COUNTY'S failure to object to a non-

complying insurance certificate or endorsement, or the COUNTY'S receipt of any other information from the CONTRACTOR, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

#### **ARTICLE 5 – INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR indemnifies and holds harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. Any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONTRACTOR may fully indemnify and hold harmless any private property owner granting a right of entry to CONTRACTOR for the purpose of completing the project.

#### **ARTICLE 6 – COMPLIANCE WITH LAWS**

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

#### **ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS**

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

#### **ARTICLE 8 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE**

CONTRACTOR will perform the work in accordance with the terms of the Contract and with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Contract. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Contract, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUBCONTRACTORS have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. CONTRACTOR will not permit any SUBCONTRACTOR to perform work that does not fall within the scope of the SUBCONTRACTOR'S license, except as may be permitted under the rules of the Registrar of Contractors.

CONTRACTOR will be fully responsible for all acts and omissions of its SUBCONTRACTOR(S) and of persons directly or indirectly employed by SUBCONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

CONTRACTOR must use the SUBCONTRACTORS named on Contractor's Subcontractor List submitted with the bid. No SUBCONTRACTOR may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE SUBCONTRACTORS may be approved at the discretion of the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the COUNTY. Approval for substitution of SBE SUBCONTRACTORS that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

#### **ARTICLE 9 – ASSIGNMENT**

CONTRACTOR will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

#### **ARTICLE 10 – NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE 11 – AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

#### **ARTICLE 12 – AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

#### **ARTICLE 13 – NON-WAIVER**

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time is not an accord and satisfaction.



**ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

**ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT**

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
  - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  - 3. Failure to provide competent supervision at the site;
  - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
  - 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
  - 6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
  - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
  - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
  - 1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
  - 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
  - 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—

- (i) Acts of God or of the public enemy,
- (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
- (iii) Acts of another contractor in the performance of a Contract with the COUNTY,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTOR'S or suppliers; and

2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

#### **ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY**

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

#### **ARTICLE 17 – NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

#### **ARTICLE 18 – NOTICES**

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other Party as follows:

**COUNTY:**

Ana Olivares, P.E. Director  
Department of Transportation  
Public Works Building  
201 N. Stone Ave  
Tucson, AZ 85701  
Tel: (520) 724-6410

**CONTRACTOR:**

Shauvick B. Lall, General Manager  
Stormwater Plans LLC  
dba SWP Contracting & Paving  
5624 N. 54<sup>th</sup> Avenue  
Glendale, AZ 85301

**ARTICLE 19 - NON-EXCLUSIVE CONTRACT**

CONTRACTOR understands that this Contract is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

**ARTICLE 20 - CONTRACT DOCUMENTS**

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. 299275 – FY 18/19 ARTERIAL/COLLECTOR PAVEMENT REPAIR PROJECT PHASE 1, EXHIBIT "A" - BID SCHEDULE, EXHIBIT "B" – GENERAL CONDITIONS, EXHIBIT "C" – SPECIAL PROVISIONS, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), SPECIAL PROVISIONS, PROJECT LIST AND LOCATION MAPS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, ADDENDA, and on information provided in the CONTRACTOR response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:
  - a) This Contract
  - b) EXHIBIT "B" – General Conditions
  - c) EXHIBIT "C" - Special Provisions, Technical Specifications, and Plans
  - d) Contractor Response to the Solicitation
  - e) Instructions to Bidders
  - f) Invitation to Bid

The Parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Contract Documents. Any such Agreement interpreting the Contract shall be incorporated into the Contract by Amendment.

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.

**ARTICLE 21 - BONDING REQUIREMENTS**

In accordance with A.R.S. §34-221, *et. seq.*, the CONTRACTOR will provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds will be attached to and become part of this Contract.

**ARTICLE 22 - OWNERSHIP OF DOCUMENTS**

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract vest in and become the property of the COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

**ARTICLE 23 – BOOKS AND RECORDS**

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR will retain all records relating to this Contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

**ARTICLE 24 – REMEDIES**

Either Party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 27 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**ARTICLE 25 – SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**ARTICLE 26 – DELAYS**

Neither Party hereto is in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.

**ARTICLE 27 – DISPUTES**

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONTRACTOR'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

**ARTICLE 28 – PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

#### **ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each SUBCONTRACTOR who performs any work for CONTRACTOR under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any SUBCONTRACTOR in order to verify such Party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any SUBCONTRACTOR'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will advise each SUBCONTRACTOR of COUNTY'S rights, and the SUBCONTRACTOR'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this Contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

#### **ARTICLE 30 – ISRAEL BOYCOTT CERTIFICATION**

CONTRACTOR hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by CONTRACTOR may result in action by the COUNTY up to and including termination of this Contract.

**ARTICLE 31 – ENTIRE AGREEMENT**

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

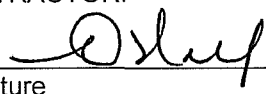
IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

CONTRACTOR:

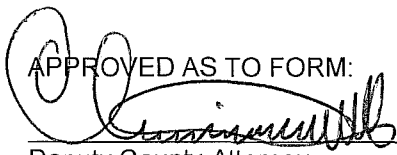
  
\_\_\_\_\_  
Signature

SHAWNICK LALL, General Manager  
\_\_\_\_\_  
Name and Title (Please Print)

6/18/2018  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

  
APPROVED AS TO FORM:  
\_\_\_\_\_  
Deputy County Attorney

**CHRISTOPHER STRAUB**  
\_\_\_\_\_  
Name (Please Print)

6-12-2018  
\_\_\_\_\_  
Date



**EXHIBIT "A" – BID SCHEDULE (1 page)**

**SOLICITATION NO. 299275 – FY 18/19 ARTERIAL/COLLECTOR  
 PAVEMENT REPAIR PROJECT PHASE 1**

Item Number	Description	Qty	Unit	Unit Price	Amount
1	202 Milling	285,000	SY	1.25	356,250.00
2	404 Asphaltic Tack Coat CSS-1h 1:1	175	Ton	400.00	70,000.00
3	406 Asphaltic Concrete PAG#2 (arterial)	32,000	Ton	64.00	2,048,000.00
4	406 Bituminous Adjustment, if applicable	10,000	USD	\$1.00	\$10,000.00
5	406 Fuel Adjustment, if applicable	2,500	USD	\$1.00	\$2,500.00
6	509 Adjust Sewer MHs	55	EA	950.00	52,250.00
7	510 Adjust Water valves	133	EA	425.00	56,525.00
8	701 Maintenance & Protection of Traffic	1	LS	150,000.00	150,000.00
9	701 Uniformed Law Enforcement Services	700	Hrs	50.00	35,000.00
10	704 Pavement Markings, Symbols, Legends, Raised Markers, & Detection Loops	1	LS	150,000.00	150,000.00
11	Mobilization	1	LS	278,219.00	278,219.00
12	909 Adjust Survey Monuments	47	EA	225.00	10,575.00
13	924 Miscellaneous Work	100,000	USD	\$1.00	\$100,000.00
<b>Total</b>					<b>3,319,319.00</b>

SIGNATURE: *Shauvick B. Lall* DATE: 6/8/18

PRINTED NAME & TITLE: Shauvick B. Lall, PE, General Manager

FIRM NAME: Stormwater Plans LLC dba SWP Contracting & Paving

## EXHIBIT "B" - GENERAL CONDITIONS (10 pages)

### ARTICLE 1. DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

Bid: The offer of the Bidder for the work when properly made out on forms containing the Bid for Lump Sum Construction supplied by COUNTY and properly submitted, signed and guaranteed.

Bid Documents: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

Bidder: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

Board: The Board of Supervisors, Pima County, Arizona, acting under authority of the laws of Arizona.

Building Code: The directions, provisions, and requirements contained in the current edition of the Building Codes, with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

Contract: The written Agreement between COUNTY and CONTRACTOR covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

Contract Bond: The approved form of security furnished by CONTRACTOR and its Surety as a guarantee on the part of CONTRACTOR to execute the work in accordance with the terms of the Contract.

CONTRACTOR: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

COUNTY: Pima County, Arizona, a body politic and corporate, the owner of the work.

Department: The Pima County Department of Transportation.

Director: The Pima County Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

Extra Work: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

Item: A detail of work for which separate payment is made.

Laboratory: The established laboratory of the Department or other laboratories authorized by COUNTY to test materials and work involved in the Contract.

Plans: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.

Project Manager, Engineer, or Architect: The person designated by COUNTY to oversee the project on its behalf.



Standard Specifications: The directions, provisions, and requirements contained in the current edition of the PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement of payment of same.

Supplementary Agreement: A written agreement executed by CONTRACTOR and COUNTY covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

Supplementary General Conditions or Special Conditions: The Supplementary General Conditions or Special Conditions are additional to the General Conditions, which are conditions or requirements peculiar to the project under consideration.

Surety: The corporate body which is bound with and for CONTRACTOR, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

The Work: All of the work specified in the Contract.

## **ARTICLE 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES**

COUNTY does not guarantee the existence and locations of underground utilities indicated on the plans and CONTRACTOR will investigate and verify the location of underground utilities in the field before starting work. CONTRACTOR will carefully perform excavations in the vicinity of existing structures and utilities. CONTRACTOR is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least two full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

CONTRACTOR is fully responsible for costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and not all utilities may be shown. The possibility of conflicts with existing utilities –in-place exists. If conflicting utilities interfere with CONTRACTOR'S normal progress toward completion of this project, COUNTY may, at its option, authorize CONTRACTOR to relocate said conflicting utilities by Force Account.

It is the responsibility of CONTRACTOR to contact the utility companies in order for them to determine if there is a need for any bracing or shoring of power to telephone poles during the construction of this project. If bracing or shoring is necessary, CONTRACTOR will effect this work to the satisfaction of the utility company. COUNTY will make no measurement or direct payment for bracing or shoring.

## **ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

- a. Laws to be Observed -- CONTRACTOR is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless COUNTY and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by CONTRACTOR or by CONTRACTOR'S employees.
- b. Permits and Licenses -- CONTRACTOR will procure all County building permits, and sewer connection fees. CONTRACTOR will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. CONTRACTOR will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.

- c. Sanitary Provisions -- CONTRACTOR will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- CONTRACTOR will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Technical Specifications or Special Provisions.

- e. Barricades, Warning Lights, and Detour Signs -- CONTRACTOR will at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required will be considered as included and paid for in the contract prices for the work.

- f. Use of Explosives -- Prohibited
- g. Preservation and Restoration of Property -- CONTRACTOR will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of CONTRACTOR, CONTRACTOR will restore such property at its own expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

- h. CONTRACTOR'S Responsibility for Work -- Until written final acceptance of the work by COUNTY, CONTRACTOR will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The CONTRACTOR will rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, CONTRACTOR will be responsible for all work and materials and will take proper care of the work, storing all materials if necessary, and will provide suitable drainage of the work and erect necessary temporary structures.

- i. Waiver of Legal Rights -- COUNTY will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by CONTRACTOR, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by COUNTY or by any representative of COUNTY nor any payment, nor acceptance of the

whole or any part of the work, nor any extension of time, nor any possession taken by COUNTY will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

#### **ARTICLE 4. ACCIDENTS**

CONTRACTOR will provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

CONTRACTOR must promptly report in writing to COUNTY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR will report the accident immediately by telephone or messenger to both COUNTY and the Board.

If any claim is made by anyone against CONTRACTOR or any Subcontractor on account of any accident, CONTRACTOR will promptly report the facts in writing to COUNTY, giving full details of the claim.

#### **ARTICLE 5. RESERVED**

#### **ARTICLE 6. RESERVED**

#### **ARTICLE 7. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

The Contract documents are complementary, and what is called for by any one will be as binding as if called for by all, and the most stringent requirement will apply. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications will be supplied unless distinctly so noted on the drawings. Materials or work described in words that so applied have a well-known technical or trade meaning will be held to refer to such recognized standards.

#### **ARTICLE 8. DETAIL DRAWINGS AND INSTRUCTIONS**

COUNTY will furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

#### **ARTICLE 9. COPIES OF DRAWINGS FURNISHED**

COUNTY will provide, at no cost to CONTRACTOR, two complete sets of code approved construction documents in non-reproducible form.

COUNTY will provide, at no cost to CONTRACTOR, five (5) non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It will be CONTRACTOR'S responsibility to ensure that any modifications called for as a result of the permit process are transferred to the bid sets.

CONTRACTOR may purchase additional sets of code-approved sets or bid sets construction documents, at its expense.

#### **ARTICLE 10. ORDER OF COMPLETION**

CONTRACTOR will submit at such times as may be requested by COUNTY, schedules which will show the order in which CONTRACTOR proposes to carry on the work with dates at which CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts.

## **ARTICLE 11. CONSTRUCTION DOCUMENTS ON THE JOB SITE**

CONTRACTOR will keep one copy of code approved construction documents on the job site, in good order, available to COUNTY and to COUNTY'S representatives. This set of documents will be kept current as to pending and approved changes in the work.

## **ARTICLE 12. OWNERSHIP OF DRAWINGS**

All drawings, specifications, and copies thereof furnished by COUNTY are the property of Pima County. They are not to be used on other work and with the exception of the signed Contract set, and are to be returned to COUNTY on request, at the completion of the work. All models are the property of COUNTY.

## **ARTICLE 13. CONTRACTOR'S UNDERSTANDING**

CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of COUNTY, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

## **ARTICLE 14. MATERIALS, APPLIANCES, EMPLOYEES**

Unless otherwise agreed, CONTRACTOR will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise agreed, all materials will be new, and both workmanship and materials will be of good quality. CONTRACTOR will, if required, furnish satisfactory evidence as to the kind and quality of materials.

CONTRACTOR will at all times enforce strict discipline and good order among its employees, and will not employ on the work any unfit person or anyone not skilled in the work that CONTRACTOR assigns to that person.

## **ARTICLE 15. ROYALTIES AND PATENTS**

CONTRACTOR will pay all royalties and license fees. CONTRACTOR will defend all suits or claims for infringement of any patent rights and will hold COUNTY harmless from loss on account thereof, except that COUNTY will be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if CONTRACTOR has information that the process or article specified is an infringement of a patent it will be responsible for such loss unless it promptly gives such information to COUNTY.

## **ARTICLE 16. SURVEYS, PERMITS, AND REGULATIONS**

COUNTY will furnish all property surveys unless otherwise specified. CONTRACTOR will secure and pay for permits and licenses of a temporary nature necessary for the prosecution of the work except as noted in Article 3.b. COUNTY will secure and pay for easements for permanent structures or permanent changes in existing facilities unless otherwise agreed.

CONTRACTOR will give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If CONTRACTOR observes that the drawings and specifications are at variance therewith, it will promptly notify COUNTY in writing, and any necessary changes will be adjusted as

provided in the Contract for changes in the work. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to COUNTY, it will bear all costs arising therefrom.

## **ARTICLE 17. PROTECTION OF WORK AND PROPERTY**

CONTRACTOR will continuously maintain adequate protection of all its work from damage and will protect COUNTY'S property from injury or loss arising in connection with this Contract. It will make good any such damage, injury, or loss, except such as may be directly due to errors in the bid documents or caused by agents or employees of COUNTY. It will adequately protect adjacent property as provided by law and the bid documents. It will provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, CONTRACTOR, without special instruction or authorization from COUNTY, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and CONTRACTOR will so act, without appeal, if so instructed or authorized. Any compensation claimed by CONTRACTOR on account of emergency work will be determined by COUNTY.

CONTRACTOR is responsible for equipment, materials, and supplies until completion of the project and acceptance by COUNTY.

## **ARTICLE 18. INSPECTION OF WORK**

COUNTY representatives will at all times have access to the work wherever it is in preparation or progress and CONTRACTOR will provide proper facilities for such access and for inspection.

If the specifications, COUNTY'S instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, CONTRACTOR will give COUNTY timely notice of its readiness for inspection and if the inspection is by an authority other than COUNTY, of the date fixed for such inspection. Inspections by COUNTY will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of COUNTY, it must, if required by COUNTY, be uncovered for examination at CONTRACTOR'S expense.

Re-examination of questioned work may be ordered by COUNTY and if so ordered the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the bid documents, COUNTY will pay the cost of re-examination and replacement. If such work is found not to be in accordance with the bid documents, CONTRACTOR will pay such cost.

## **ARTICLE 19. SUPERINTENDENCE - SUPERVISION**

CONTRACTOR will keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to COUNTY. The Superintendent will not be changed except with the consent of COUNTY, unless the Superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The Superintendent will represent CONTRACTOR in its absence and all directions given to it will be as binding as if given to CONTRACTOR. CONTRACTOR will give efficient supervision to the work using its best skill and attention.

If CONTRACTOR, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions, it will be its duty to immediately inform COUNTY, in writing, and COUNTY will promptly verify the same. Any work done after such discovery, until authorized, will be done at CONTRACTOR'S risk.

Neither COUNTY nor CONTRACTOR, will employ an employee of the other without consent.

## **ARTICLE 20. RESERVED**

## **ARTICLE 21. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK**

If CONTRACTOR claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give COUNTY written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. No such claim will be valid unless so made.

## **ARTICLE 22. DEDUCTIONS FOR UNCORRECTED WORK**

If COUNTY deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price will be made therefor.

CONTRACTOR will promptly remove from the premises all materials condemned by COUNTY as failing to conform to the Contract, whether incorporated in the work or not, and CONTRACTOR will promptly replace and re-execute its own work in accordance with the Contract and without expense to COUNTY and will bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If CONTRACTOR does not remove such condemned work and materials within a reasonable time, fixed by written notice, COUNTY may remove them and may store the material at the expense of CONTRACTOR. If CONTRACTOR does not pay the expense of such removal within ten days' time thereafter, COUNTY may, upon ten days written notice, sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by CONTRACTOR.

## **ARTICLE 23. SUSPENSION OF WORK**

COUNTY may at any time suspend the work, or any part thereof by giving three (3) days' notice to CONTRACTOR in writing. When the reason for such suspension involves safety, health or welfare issues, the three (3) day written notice requirement may be waived at the decision of the COUNTY Management. CONTRACTOR will resume the work within ten (10) days after the date fixed in the written notice from COUNTY to CONTRACTOR to do so.

## **ARTICLE 24. COUNTY'S RIGHT TO DO WORK**

If CONTRACTOR neglects to prosecute the work properly or fails to perform any provision of this Contract, COUNTY may, after three (3) days written notice to the CONTRACTOR, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR.

## **ARTICLE 25. COUNTY'S RIGHT TO TERMINATE CONTRACT**

If CONTRACTOR persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors for material or labor, or persistently disregards laws, ordinances, or the instructions of COUNTY, or otherwise is guilty of a substantial violation of any provision of the contract, then COUNTY may, without prejudice to any other right or remedy and after giving CONTRACTOR ten (10) days written notice, terminate the employment of CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method COUNTY may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess will be paid to CONTRACTOR. If such expense will exceed such unpaid balance, CONTRACTOR will pay the difference to COUNTY. COUNTY will certify the expense incurred by COUNTY as herein provided, and the damage incurred through the CONTRACTOR'S default.

## **ARTICLE 26. REMOVAL OF EQUIPMENT**

In any case of annulment or termination of this Contract before completion from any cause whatever, CONTRACTOR, if notified to do so by COUNTY, will promptly remove any part or all of its equipment and supplies from the property of COUNTY, failing which COUNTY will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

## **ARTICLE 27. USE OF COMPLETED PORTIONS**

COUNTY has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking possession and use is not an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, CONTRACTOR will be entitled to such extra compensation, or extension of time, or both, as COUNTY may determine.

## **ARTICLE 28. PAYMENTS WITHHELD**

COUNTY may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect COUNTY from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

## **ARTICLE 29. WARRANTY**

CONTRACTOR will provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years (or longer if noted elsewhere in the construction documents) from substantial completion. CONTRACTOR will complete repair, or respond to COUNTY in writing with repair solution, within seventy-two (72) hours of notification by COUNTY. COUNTY may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

## **ARTICLE 30. LIENS**

Neither the final payment nor any part of the retained percentage will become due until CONTRACTOR delivers to COUNTY a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information, the release and receipts include all the labor for which a lien could be filed; but CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to COUNTY, to indemnify COUNTY against any lien. If any lien remains unsatisfied after all payments are made, CONTRACTOR will pay to COUNTY all monies that COUNTY may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

## **ARTICLE 31. RIGHTS OF VARIOUS INTERESTS**

Wherever work being done by COUNTY'S forces or other contractors is contiguous to work covered by this Contract the respective rights of the various interests involved will be established by the COUNTY to secure the completion of the various portions of the work in general harmony.

## **ARTICLE 32. SEPARATE CONTRACTS**

COUNTY reserves the right to let other contracts in connection with this work. CONTRACTOR will afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work with theirs.

If any part of CONTRACTOR'S work depends upon proper execution or results of the work of any other contractor, CONTRACTOR will inspect and its report will constitute an acceptance of the other contractor's work after the execution of its work.

To insure the proper execution of its subsequent work, CONTRACTOR will measure work already in place and will once report to COUNTY any discrepancy between the executed work and the drawings.

## **ARTICLE 33. COUNTY'S STATUS**

The COUNTY has general review of the work and has the authority to reject all work and materials that do not conform to the Contract.

## **ARTICLE 34. CLAIMS AND DISPUTES**

All claims, demands, disputes, controversies, and differences that arise between the parties hereto as result of or in connection with this Contract will be referred to COUNTY in writing with a request for review and response in accordance with this paragraph, which COUNTY will render in writing within a reasonable time.

CONTRACTOR will deliver written notice of each such claim, demand, dispute, controversy or difference to COUNTY within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to COUNTY within forty-five (45) days of such occurrence unless COUNTY specifies a different period of time in writing to CONTRACTOR. The submission to COUNTY with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as CONTRACTOR may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

If either COUNTY or CONTRACTOR is dissatisfied with any decision of COUNTY and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

## **ARTICLE 35. CLEANING UP**

CONTRACTOR will, as directed by COUNTY, remove from COUNTY'S property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

## **ARTICLE 36. RESERVED**

## **ARTICLE 37. ARCHAEOLOGICAL FEATURES**

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, county, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate



documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to CONTRACTOR for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

**ARTICLE 38. RESERVED**

**ARTICLE 39. RESERVED**

**ARTICLE 40. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT**

Should CONTRACTOR uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice will be served immediately to the COUNTY Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. Construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this Contract does not otherwise require the services of a Hazardous Materials contractor, abatement of such materials will be provided by Pima County, at its expense and independent of this Contract.

If this Contract already employs the services of a Hazardous Materials contractor, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21 "Claims for Cost of Additional Work".

**ARTICLE 41. WASTE DISPOSAL FACILITIES**

CONTRACTOR will legally dispose of all construction debris in appropriate County operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision applies.

**ARTICLE 42. AS-BUILT DRAWINGS**

CONTRACTOR will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to COUNTY one set of "As-Built" drawings including dimension, location of underground utilities, etc., upon completion of the work. As-Built drawings will be drawn and submitted in such a format as prescribed by COUNTY.

**ARTICLE 43. RESERVED**

**ARTICLE 44. BUILDER'S RISK**

CONTRACTOR will be responsible for equipment, materials, and supplies until completion of the project and acceptance by COUNTY.

**END OF EXHIBIT "B" - GENERAL CONDITIONS**

**EXHIBIT "C" SPECIAL PROVISIONS (7 pages)**

**FOR**

**FY 18/19 ARTERIAL/COLLECTOR  
PAVEMENT REPAIR PROJECT PHASE 1  
ALL DISTRICTS**

## **SPECIFICATIONS:**

The work herein shall be performed in accordance with the requirements of the following separate documents:

PAG, Standard Specifications for Public Improvements, Volume 1 2015 Edition:

<http://apps.pagnet.org/standardspecifications//>

Pima County/City of Tucson, Standard Details for Public Improvements, 2003 Edition.

[https://webcms.pima.gov/UserFiles/Servers/Server\\_6/File/Government/Transportation/standarddetails2003vector.pdf](https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Transportation/standarddetails2003vector.pdf)

Manual on Uniform Traffic Control Devices for Streets and Highways, December 2009, and Amendments.

[http://mutcd.fhwa.dot.gov/pdfs/2009/pdf\\_index.htm](http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm)

Arizona Supplement to the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition

<http://www.azdot.gov/Highways/Traffic/Standards.asp>

Pima County and City of Tucson Department of Transportation Signing Manual, May 2002.

[https://webcms.pima.gov/UserFiles/Servers/Server\\_6/File/Government/Transportation/Roadway%20Design/SigningManual.pdf](https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Transportation/Roadway%20Design/SigningManual.pdf)

Pima County and City of Tucson Department of Transportation Pavement Marking Design Manual, October 2002 (Revised Aug. 2008).

<http://dot.pima.gov/trafeng/DesignManual/PavementManual.pdf>

Additional Tucson Water, Standard Specifications, not included in the Standard Specifications for Public Improvements, 2003 Edition.

<https://www.tucsonaz.gov/water/spec-book>

Pima County Regional Wastewater Reclamation Department Standard Specifications and Details for Construction, 2016.

<http://www.pima.gov/wastewaterreclamation/standards>

These Special Provisions and Bidding Schedule.

## **PROPOSED WORK:**

The proposed work is located in Pima County, all Districts.

The work consists of milling and/or pulverizing, pavement preparation, paving, and striping / pavement markings, detailed in the location tables and maps included herein.

### **Treatment A – Mill and Overlay**

See **FY 18/19 Arterial-Collector Pavement Repair Project Phase 1 Location and Maps**, for neighborhood for specific streets and limits.

Document existing striping.  
Prepare all utilities for later adjustment.  
Mill 2" into existing Asphalt Concrete (AC).  
Pave 2" of new asphaltic concrete.  
Place temporary pavement markings.  
Complete utility adjustments.  
Place final stripe and pavement markings.

All work is to be complete within **80 workdays from the date of the notice to proceed**. Construction sequencing and expectations shall be as described herein. Construction, including permanent striping, must be completed within this time frame. The Contractor shall consider the following contract requirements:

- The Contractor shall schedule a pre-construction meeting within fourteen (14) calendar days of notice of award and held within thirty (30) days of notice of award.
- The Contractor shall prepare traffic control plans prior to the pre-construction meeting in accordance with these specifications. The Contractor shall, at a minimum, be required to maintain at least one open lane of traffic in each direction unless the Contractor offers an alternative traffic control approach that will minimize disturbance to residents and businesses along the project.
- Pima County will issue a notice to proceed at the pre-construction meeting.
- At the pre-construction meeting, the Contractor shall submit a construction schedule for all project elements that meets or decreases the allotted Calendar Contract Days.
- All work shall be done during the day unless prior approved.
- FY 18/19 Arterial-Collector Pavement Repair Project Phase 1 Location and Maps.

## **GENERAL REQUIREMENTS:**

### **1. Work Schedule:**

All work shall be done during the day, one lane at a time, unless the Contractor offers a traffic control approach that will minimize disturbance to residents. Any vegetation within the roadway shall be eradicated.

All items of work shall be completed and accepted by the Engineering Representative during a Final Inspection. If the Final Inspection should reveal work that is not completed or is unacceptable to the Engineering Representative for any reason, a "punch list" of these items shall be generated and provided to the Contractor. Substantial Completion (for the purpose of stopping the contract time) will be granted in accordance with Section 105-20 of the Specifications. Once Substantial Completion is granted, the Contractor shall actively work to achieve Final Acceptance of construction of the Contract within (fifteen) 15 calendar days from the Substantial Completion date of that phase. Failure to prosecute the remaining work within this time period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance. When the work on this list has been satisfactorily completed, Final Acceptance shall be given for all items of work.

## 2. Construction Sequencing:

The Contractor shall be issued a Notice to Proceed at the Pre-Construction meeting. The Contractor shall field verify all existing conditions shown on plans and specified herein prior to beginning construction. Any significant deviations to the conditions that may affect the timely construction of improvements shall be brought to the attention of the Engineer within 24 hours of discovery.

Prior to the delivery of any equipment, materials or supplies to the site of any work, or the beginning of any construction work, it is strongly recommended that the Contractor take pre-construction photos or videos for the purpose of establishing the conditions existing in all the areas to be affected by the construction.

## 3. Maintenance and Protection of Traffic:

### Description and Construction

Traffic control shall protect vehicles and pedestrian traffic in the work area and from construction equipment. Traffic control shall comply with the referenced traffic control manuals and guidelines.

The Contractor shall prepare and construct a Traffic Control Plan and Detour Plan for construction for each segment. Approved plans shall be in-place and approved by Pima County prior to starting construction. No construction shall be done unless the approved traffic control signs are in place.

Convenient access to all residences and businesses shall be maintained and shall be available at all times during construction. **It shall be the Contractor's responsibility to coordinate his work with the residents and businesses so as to minimize local traffic through the work area.** Closure of roadways to through traffic may be allowed in the performance of the seal coat scopes of work with prior approval of the Engineer. Requests for roadway closure shall be made in writing at least five (5) days in advance for the Engineer's review and for ample time for notification and posting.

The Contractor shall be required to maintain at least one open lane of traffic unless the Contractor offers a traffic control approach that will minimize disturbance to residents. Appropriate signage and flagmen shall be utilized at all times during one lane operation. The Contractor is advised of peak period traffic during the following intervals:

Morning 7:00 a.m. to 9:00 a.m. Evening 4:00 p.m. to 6:00 p.m.

The Contractor shall maintain access to all side streets, access roads, businesses, residences, driveways, alleys and parking lots except for that period when milling / paving is actually being placed and finished across their frontage.

Throughout the duration of construction, access to Sun Tran bus stops shall be maintained. When relocation of a bus stop is requested by the Contractor, and where the Engineer determines that relocation of a bus stop is necessary to maintain access, the Contractor shall notify Bea Paulus at Sun Tran ((520) 206-8826) or Bob McGee ((520) 206-8807) 5 days in advance of work at that location.

Access to all schools shall be maintained during hours of school operation and activities. The Contractor shall coordinate his work with each school site administrator.

The Contractor shall not store equipment, supplies, materials, or debris on the sidewalks or bike paths.

#### **4. Disposal of Materials and Ownership of Excess Clean Millings:**

Millings disposal shall be the responsibility of the Contractor. However, the Contractor shall, with each and every disposal site he arranges for, other than commercial waste sites, provide the Construction Project Manager with a copy of the written approval of the property owner indicating that the property owner is fully aware of what the material consists. The Contractor also shall provide a letter to the Construction Project Manager from the City or County, whichever has jurisdiction, giving site approval for materials disposal at each site to be used. Approval letter shall be received and approved by the Engineer prior to the disposal of any materials at any site.

All millings are the property of the Contractor and the price to haul off-site and disposal shall be included in the milling bid item.

#### **5. Shoulder Grading:**

Because of the type of work being proposed and the elevation change to the existing pavement is minimal, it is not anticipated that any shoulder grading, other than areas of erosion to be verified by the Agency for which a borrow item shall be used, will be required. If the construction operation results in minor gaps between the new pavement and the existing shoulder, any filling of this minor gap shall be considered incidental to the other items of construction and shall not be measured or paid separately.

#### **6. Permits:**

Before undertaking work at any location covered by this project, the Contractor shall obtain all applicable permits, including but not limited to: air quality permits, water quality permits, street closure permits, and permits required to adjust any sanitary sewer or water facilities.

#### **7. Construction Surveillance:**

Pima County forces, including consultant Inspectors, shall perform the inspection of the Contractor's work.

#### **8. Staging Area:**

Identification of equipment, materials storage/stockpiling and Contractor/Sub-Contractor parking shall be the responsibility of the Contractor. The Contractor shall provide the Engineer with a copy of the written approval of the property owner indicating that the property owner is fully aware and agreeable to said equipment, materials storage/stockpiling and Contractor/Sub-Contractor parking. This written approval is to be provided to the Engineer prior to commencement of the work.

**No work shall be allowed to commence unless the conditions and requirements of this specification section is adhered to. Failure of the Contractor to abide by this specification section shall be sufficient grounds for Pima County to suspend work.**

#### **9. Striping:**

There are no striping plans; therefore, it is the Contractor's responsibility to as-built existing stripe layout prior to the milling operations. The Contractor shall coordinate with Pima County for final layout configuration prior to replacing all striping, symbols and legends.

**107-21 Contractor's Responsibility for Utility Property and Services:** is modified to add:

At least 48 hours prior to commencing excavation, the Contractor shall call Blue Stake Center, 1-800-782-5348.

The Contractor's attention is directed to the requirements of A.R.S. 40-360.21 through .29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The following utility agencies have facilities in the area and will require coordination as noted below:

A T & T - Inquiries@ForkertEngineering.com	(800)-252-1133	(714)-963-7964
MCI (Verizon)	Dan Garden	(951) 536-1200
Time Warner/Xpedius	Ray Moreno	618-4206
Southwest Gas Corporation	Robert Daniels	794-6128
Pima County Regional Wastewater Reclamation Department	Field Engineering	724-2651
Cox Communications	Ike Cruse	629-8511
Tucson Electric Power Company	Debra Syskes	917-2617
TEP Overhead Protection	David Smith	396-2728
Tucson Water Department	Jeff Drumm	837-2101
Tucson Water Department (Road Recovery)	Tom Victory	837-2224
Qwest Communications	Merone Kidane	292-7434
COT INET / Communications	Greg McNeal	837-6053
TDOT Signals and Lighting	Luis Murrieta	791-3251
TDOT Median Island Section	Paul Rosenboom	791-3154

PCRWRD has a duty and obligation to protect the public health, safety and the environment. In order to do so PCRWRD is required to review designs, drawings, reports, plans and other prudent construction documents ensure conformance with Arizona Administrative Code Title 18, Chapter 9; Pima County, Arizona, Code of Ordinances Title 13 – PUBLIC SERVICES Division II. – Sewers; and the 2016 Pima County Regional Wastewater Reclamation Department Standard Specifications and Details for Construction Public Sanitary Sewers.

1. Prior to beginning any construction activities, the Contractor shall comply with the requirements of the Letter of Clearance from Pima County Regional Wastewater Reclamation Department (PCRWRD) that has been provided for this project. PCRWRD will provide additional inspection staff which will be present on the project during construction of PCRWRD facilities. The presence of PCRWRD staff will not change the requirements of the Contractor to coordinate all inspection related requirements with the Engineer. All inspection coordination by PCRWRD will be arranged through the Engineer. No separate measurement or payment will be made for coordination between the Contractor and PCRWRD during construction; the cost being considered included in the respective contract items.
2. Note that adjustments to manhole covers for any of the above listed utilities will be performed by the Contractor under this project. The Contractor shall notify the affected utility a minimum of five working days in advance of planned manhole adjustments.

**701 Maintenance and Protection of Traffic:** Work under this item shall consist of providing temporary traffic control devices, variable message boards, providing flagging services, (except uniformed officers), installing, and maintaining temporary traffic control devices. The cost of developing traffic control plans, resetting barricades, and providing vehicles shall be considered incidental to the work. The work shall be performed, as described in Section 701 of the Standard Specifications and Standard Drawings. Payment for this work will be lump sum.

**704 Pavement Markings, Symbols, Legends and Detection Loops:** Work under this item shall consist of documenting the existing pavement marking, raised pavement markers, symbols, legends, and detection loops configuration prior to construction, and re-marking the pavement with thermoplastic striping and placing raised pavement markers, symbols, legends, and detection loops upon the new traffic surface in accordance with the Section 700 of the Standard Specifications and Standard Drawings and the current details in the latest PCDOT Striping Manual. Temporary painted stripes shall be applied prior to thermoplastic striping and its cost is incidental to this item. Payment for this work will be a Lump Sum including all labor and materials and will be full compensation for the work performed complete in place.

**END OF EXHIBIT "C"**



**ARIZONA STATUTORY PERFORMANCE BOND**  
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

Bond No. 09284637

KNOW ALL MEN BY THESE PRESENTS THAT:

**Stormwater Plans, LLC dba SWP Contracting and Paving**

(hereinafter "Principal"), as Principal, and Fidelity and Deposit Company of Maryland (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Maryland with its principal office in the City of Schaumburg, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of **\$3,319,319.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, 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 3<sup>rd</sup> of July, 2018 for:

**Solicitation No. 299275 FY 18/19 Arterial/Collector Pavement Repair Project Phase 1**

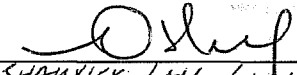
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

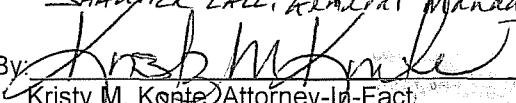
NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 3<sup>rd</sup> day of July, 2018.

Stormwater Plans, LLC dba SWP Contracting & Paving By:   
Principal SHAQUIK LALL, General Manager

Fidelity and Deposit Company of Maryland By:   
Surety Kristy M. Korte, Attorney-In-Fact

**ARIZONA STATUTORY PAYMENT BOND**  
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

Bond No. 09284637

KNOW ALL MEN BY THESE PRESENTS THAT:

**Stormwater Plans, LLC dba SWP Contracting and Paving**

(hereinafter "Principal"), as Principal, and Fidelity and Deposit Company of Maryland

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Schaumburg, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of **\$3,319,319.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, 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, **3<sup>rd</sup> of July, 2018** for:

**Solicitation No. 299275 FY 18/19 Arterial/Collector Pavement Repair Project Phase 1**


which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

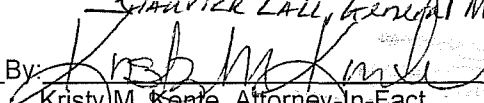
NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge in the court.

Witness our hands this 3rd day of July, 2018.

Stormwater Plans, LLC dba SWP Contracting & Paving By:   
Principal SHAWNICK LALL, General Manager

Fidelity and Deposit Company of Maryland By:   
Surety Kristy M. Kente, Attorney-In-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of July, 2018.



David McVicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James K. BRADY, Kristy M. KONTE, Kelly Michael LAYMAN, Kirk C. LEADBETTER, Jay A. MILEY and Glen LOPEZ, all of Anchorage, Alaska, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of May, A.D. 2018.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*  
*Assistant Secretary*  
*Dawn E. Brown*

*Michael Bond*  
*Vice President*  
*Michael Bond*

State of Maryland  
County of Baltimore

On this 17th day of May, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/18/2018

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

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

<b>PRODUCER</b> Marsh & McLennan Agency, LLC 1031 West 4th Ave., Suite 400  Anchorage AK 99501	<b>CONTACT NAME:</b> Penny Lynch <b>PHONE (A/C, No, Ext):</b> (907) 276-5617 <b>E-MAIL ADDRESS:</b> penny.lynych@marshmc.com	<b>FAX (A/C, No):</b> (907) 276-6292
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Stormwater Plans, LLC DBA: SWP Contracting & Paving DBA: Maricopa Curb & Striping 2700 Gambell St. Suite 401 Anchorage, AK 99503 Alt:5624 N 54th Ave Glendale, AZ 85301	<b>INSURER A:</b> Evanston Insurance Co.	
	<b>INSURER B:</b> American Fire & Casualty Insurance	
	<b>INSURER C:</b> Liberty Mutual Fire Insurance Co.	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 17-18 G/A/W/PL/XS 2m      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	17PRGWE00828	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	BAA(18)58389187	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0	X	Y	MKLV5EUL100698	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC2-291-464891-017	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Re:** 18/19 Arterial/Collector Pavement Project. Where required by written contract, Certificate Holder is an Additional Insured on the General Liability and Auto Liability policies, subject to the terms, conditions and limitations of said policies and the additional insured endorsement. General Liability is Primary and Non-Contributory. Waiver of Subrogation applies to all policies where required by written contract, subject to the terms, conditions and limitations of said policies and the waiver of subrogation endorsement.

<b>CERTIFICATE HOLDER</b>  Pima County Procurement Dept. Design & Const Div. 130 W Congress St., 3rd Floor Tucson, AZ 85701-1317	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  April Barrios/ABARIO <i>April Barrios</i>

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# EVANSTON INSURANCE COMPANY

## ENVIRONMENTAL COMMON POLICY DECLARATIONS

THIS POLICY MAY PROVIDE CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

POLICY NUMBER: 17PKGWE00828

RENEWAL OF POLICY: 16PKGWE00828

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

NATIVES OF KODIAK, INC.

2700 GAMBELL ST STE 401

ANCHORAGE, AK 99503

Policy Period: From 11/01/2017 to 11/01/2018, at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business:

- Individual     
  Partnership     
  Joint Venture     
  Trust  
 Limited Liability Company     
  Organization, including Corporation (but not incl. Partnership, Joint Venture or LLC)

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

Coverage is provided for the following only if indicated with an X:				
		Claims Made	Occurrence	Premium
<input checked="" type="checkbox"/>	Commercial General Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	INCLUDED
<input type="checkbox"/>	Products-Completed Operations Liability (Monoline Coverage)	<input type="checkbox"/>	<input type="checkbox"/>	NOT COVERED
<input checked="" type="checkbox"/>	Contractor's Pollution Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	INCLUDED
<input checked="" type="checkbox"/>	Professional Liability	<input checked="" type="checkbox"/>	NOT AVAILABLE	INCLUDED
<input type="checkbox"/>	Environmental Impairment Liability	<input checked="" type="checkbox"/>	NOT AVAILABLE	NOT COVERED
<input type="checkbox"/>	Terrorism Risk Insurance Act (TRIA):			EXCLUDED
		<b>Advance And Deposit Premium:</b>		
	Other Charge (Specify):	NOT APPLICABLE		
	Other Charge (Specify):	NOT APPLICABLE		
	Inspection Fee (100% Fully Earned):			
		<b>TOTAL (Including all charges):</b>		
		<b>Minimum Retained Premium:</b>		<b>25%</b>

Producer Number, Name and Mailing Address
13500 Worldwide Facilities, LLC - L.A. 725 S Figueroa Street 19th Floor Los Angeles, CA 90017

Alaska Surplus Lines Tax & Fee Breakdown

- Premium:  
 Processing Fee:  
 2.7% State Tax:  
 1.0% AK Filing Fee:

"This is evidence of insurance procured and developed under the Alaska Surplus Lines Law AS21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS21.80. "  
 Worldwide Facilities, LLC – License #9718

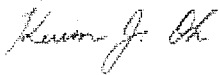
<b>Combined General Aggregate Limit Of Insurance</b>	\$2,000,000
The Amount shown in the schedule above is the most we will pay under any/all coverage parts attached to this policy	

Audit Period (Indicated by an X):

Annual    Semi-Annual    Quarterly    Monthly    Other    Flat

<b>Endorsements</b>
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
SEE FORMS SCHEDULE - MDIL 1001

These declarations, together with the General Terms and Conditions, Coverage Form Declarations, Coverage Form(s), and any Endorsements(s) complete the above numbered policy.

	12/08/2017
DIRECTOR, UNDERWRITING AND PRODUCTION MARKEL WEST INSURANCED SERVICES <b>COUNTERSIGNATURE</b>	<b>COUNTERSIGNATURE DATE</b>



## EVANSTON INSURANCE COMPANY

### FORMS SCHEDULE

<u>Form Number</u>	<u>Form Name</u>
MJIL 1000 08 10	Evanston Policy Jacket
MPEI 2000 12 15	Emergency Response Hotline
MPIL 1004-AK 02 10	Alaska Policyholder Notice
MPIL 1007 03 14	Privacy Notice
MPIL 1083 04 15	US Treasury Dept Office Of Foreign Assets Control
MDEI 2004 05 13	CA Environmental Common Policy Declaration
MDIL 1001 08 11	Forms Schedule (Environmental)
MEEI 2700 05 13	General Terms and Conditions Section
IL 12 01 11 85	Policy Changes A - California
IL 12 01 11 85	Policy Changes B - California
IL 12 01 11 85	Policy Changes C - California
IL 12 01 11 85	Policy Changes D - California
MDIL 1005 08 14	Schedule Of Named Insured
MEEI 2206 03 14	Minimum Earned Prem & Minimum Retained Prem Endt
MEEI 2210 08 10	Punitive Damages Exclusion Modification
MEEI 2215-A 09 14	Cancellation Or Nonrenewal-Alaska Native Corp
MEEI 2219 04 14	Audit Rate Endorsement
MEEI 2220-A 09 14	Amendment Of Cancellation Provision-AK Native Corp
MEEI 2226-A 02 16	Self-Insured Retention
MEEI 2274-A 05 16	Automatic Primary & NonContributory Ins AK Native
MEEI 2306 05 16	Exclusion - Designated Work Or Operations
MEEI 2324 07 14	Exclusion - Employer's Liability
MEEI 2330-A 05 16	Exclusion-Insured Versus Insured - AK Native Corp
MEEI 2402-AK 05 13	Alaska Changes - Cancellation and Nonrenewal
MEEI 2511-A 09 14	Amendment Of Exclusions-Cost Estimating-AK Native
MEEI 2522-A 09 14	Fungi, Mold or Microbial Matter-Alaska Native Corp
MEEI 2523-A 09 14	Broad Named Insured - AK Native Corp
MEEI 2524 09 14	Waiver Of Transfer of Rights - AK Native Corp
MEEI 2526-A 09 14	Failure To Notify - AK Native Corp
MEEI 2532-A 09 14	Transportation Pollution Liab-Alaska Native Corp
MEEI 2524 02 15	Waiver of Transfer of Rights of Recovery Against Others To Us - ANC
MEEI 2546 10 16	Split Retroactive Date(s)
MEIL 1200 10 16	Service of Suit
MEIL 1225 10 11	Changes - Civil Union
MEIL 1308 04 16	Exclusion Of Certified Acts Of Terrorism
MDGL 1008 08 11	CGL Coverage Part Declarations
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 04 35 12 07	Employee Benefits Liability Coverage
CG 04 42 11 03	Stop Gap-Employers Liability Coverage-Washington
CG 20 37 04 13	Add'l Insured-Owners, Lessees, Contractors-Comp Ops
CG 21 65 12 04	Total Pollution Excl w/ Bldg Heating, Cooling Exce
CG 25 04 05 09	Designated Locations(s) General Agg Limit
MEEI 2212 08 10	Designated Construction Project(s) General Agg Lmt
MEGL 1394 05 16	Exclusion - Intellectual Property Hazard
MEGL 1397 07 10	Exclusion - Aircraft, Auto Or Watercraft
MEGL 1542 05 16	Additional Insured-Owners, Lessees, or Contractors
MGL 1213 07 12	Data Breach Coverage - Occurrence
<b>MDIL 1001 08 11</b>	



MDEI 2002 07 13	Contractors Pollution Liability Supplemental Dec
MEEI 0002 06 12	Contractor's Pollution Liability Coverage Form
MEEI 2244 08 10	Non-Owned Disposal Site - Blanket Basis - OCC Form
MEEI 2247 08 10	Temporary Storage of Asbestos
MDEI 2003 07 13	Environmental Professional Liability Declarations
MEEI 0004 11 12	Environmental Professional Liability Coverage Form



## EVANSTON INSURANCE COMPANY

### SCHEDULE OF NAMED INSUREDS

#### SCHEDULE

**First Named Insured:**

Natives of Kodiak, Inc.

**Additional Named Insureds:**

Dust Technologies Int., LLC

Environmental Assessment Services, LLC dba: EAS

KOMAN Construction, LLC

KOMAN Diversified Services, LLC

KOMAN Government Solutions, LLC

KOMAN Holdings, LLC

KOMAN Integrated Solutions, LLC

KOMAN, Inc.

KUPOL, LLC

Maricopa Curb & Striping, Inc.

Natives of Kodiak Shareholder Permanent Fund Trust

Stormwater Plans, LLC dba: SWP Contracting & Paving

VXM, Inc.

**Joint Ventures:**

EAFES, LLC

H&S / Zapata JV, LLC

KGS-Bay West 8(a) JV, LLC

KGSNE JV, LLC

**Inactive Joint Ventures:**

H&S / Nobis Environmental JV, LLC (*inactive*)

**Inactive Subsidiaries:**

H&S Environmental, Inc. (*dissolved*)

KOMAN Engineers and Construction, LLC (*inactive*)

KOMAN Tactical Innovations, LLC (*inactive*)

KOMAN Technical Services, LLC (*inactive*)



# EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE – ALASKA NATIVE CORPORATION

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox below:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- ENVIRONMENTAL PROFESSIONAL LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

### SCHEDULE

<b>Person Or Organization:</b> As required by written contract
---

With respect to the coverage provided by this endorsement, the following is added to the Other Insurance condition of the Coverage Form(s) indicated above:

#### Primary And Non-Contributory

This insurance is primary to, and will not seek contribution from, any other insurance available to the Person Or Organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



# EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WRITTEN CONTRACT LIMITATION) – ALASKA NATIVE CORPORATION

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox below:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- ENVIRONMENTAL PROFESSIONAL LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

### SCHEDULE

<b>Person Or Organization:</b> As required by written contract
---

The following replaces the **Transfer Of Rights Of Recovery Against Others To Us** provision in this policy:

#### Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. You must do nothing after a loss to impair them. At our request, you will bring "suit" to recover such payment(s) or transfer those rights to us and help us enforce them.

However, we waive our rights of recovery under this insurance against the person or organization shown in the Schedule above because of:

- a. Payments we make for injury or damage arising out of your ongoing operations or "your work" done; or
- b. "Claims" that result from the rendering or failure to render "professional services"

under a contract for the person or organization described in the Schedule above.

This waiver shall not apply for "claims", injury, loss, or damage resulting from the sole negligence of the person or organization shown in the schedule.

All other terms and conditions remain unchanged.



# EVANSTON INSURANCE COMPANY

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: 17PKGWE00828

"X" If Supplemental Declarations is Attached

### RETROACTIVE DATE

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: NONE

(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

### LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 2,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 25,000	Any One Person

### ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc.  
No.

ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

1	2700 Gambell Street, Suite 401, Anchorage AK 99503

### CLASSIFICATION AND PREMIUM

Loc. No.	Code No. Classification	Rating Basis	Premium Basis	Other Basis	Rate		Advance Premium	
					Pr/Co	All Other	Pr/Co	All Other
1								
					\$	\$	\$	\$
					\$	\$	\$	\$
					\$	\$	\$	\$
					\$	\$	\$	\$
					\$	\$	\$	\$

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Location(s): All locations

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

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





## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) to whom the insured agrees to provide additional insured status in a written contract, provided such written contract is signed by both parties and executed prior to the commencement of operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement will not increase the applicable Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



# EVANSTON INSURANCE COMPANY

## ENVIRONMENTAL POLICY

### CONTRACTOR'S POLLUTION LIABILITY SUPPLEMENTAL DECLARATIONS

This policy may contain claims-made sections – please read the entire coverage form carefully.

THIS COVERAGE SECTION MAY PROVIDE CLAIMS MADE COVERAGE, WHICH REQUIRES THAT A CLAIM BE MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF EXERCISED.

PLEASE NOTE THAT AMOUNTS INCURRED AS SUPPLEMENTAY PAYMENTS SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

VARIOUS PROVISIONS IN THIS COVERAGE MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

#### SCHEDULE

##### LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT:	\$ 2,000,000
EACH POLLUTION CONDITION LIMIT:	\$ 1,000,000

##### DEDUCTIBLE

EACH POLLUTION CONDITION: \$ Refer To MEEI 2226-A 02 16

\*  RETROACTIVE DATE (FOR CLAIMS MADE COVERAGE): NOT APPLICABLE

This insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date shown above.

\*If this box is not checked, this policy provides coverage on an Occurrence basis.



# EVANSTON INSURANCE COMPANY

## ENVIRONMENTAL POLICY

### ENVIRONMENTAL PROFESSIONAL LIABILITY SUPPLEMENTAL DECLARATIONS

This coverage contains claims-made sections – please read the entire form carefully.

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH REQUIRES THAT A CLAIM BE MADE AGAINST YOU AND REPORTED TO THE US IN WRITING DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF EXERCISED.

PLEASE NOTE THAT AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

VARIOUS PROVISIONS IN THIS COVERAGE MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

#### SCHEDULE

**LIMITS OF INSURANCE**

GENERAL AGGREGATE LIMIT: \$ 2,000,000

EACH CLAIM LIMIT: \$ 1,000,000

**DEDUCTIBLE**

EACH CLAIM: \$ Refer To MEEI 2226-A 02 16

**RETROACTIVE DATE:**

Refer To MEEI 2546 10 16

This insurance does not apply to "claims" which occur before the Retroactive Date shown above.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
INSURANCE POLICY**

**INFORMATION PAGE**



Issued by Liberty Mutual Fire Insurance Company (a stock company) 16586

Policy Number	WC2-Z91-464891-017	Issuing Office	Seattle, WA-Corporate
Renewal Of	WC2-Z91-464891-016	Issue Date	11/14/2017
Account Number	9-464891	Sub Account	0000
1. Insured and Mailing Address		FEIN	92-0047862
Natives of Kodiak Inc		Risk ID	913174844
2700 Gambell St Ste 401			
ANCHORAGE AK 99503			

Status Corporation

Other workplaces not shown above: See Item 4. Premium - Extension of Information Page

2. Policy Period: The policy period is from 11/01/2017 to 11/01/2018 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: AK AZ CA CT DE FL GA KS MA NY NC PA SC TN VT

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All States except those listed in Item 3.A and the States of:  
ND OH WA WY

D. This policy includes these endorsements and schedules: See Item 3. Coverage D - Extension of Information Page

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	\$1,250 (AZ)	Total Estimated Annual Premium	\$	-----
Premium will be billed	Monthly	Deposit Premium	\$	
		Deposit Tax/Surcharge/Assessment	\$	

Producer 0073 004400  
MARSH & MCLENNAN AGENCY LLC  
PO BOX 107502  
ANCHORAGE AK 995107502

Countersigned by Authorized Rep. (FL)

Liberty Mutual Fire Insurance Company

Item 3. Coverage D - Extension of Information Page

**Miscellaneous Form and Endorsement Schedule**

Continued:

<b>Policy Endorsements</b>		
<u>Form Number</u>	<u>Form Name</u>	<u>Comments</u>
WC 99 20 16	Named Insured Endorsement	
WC 99 20 57	California - Application of Endorsements	
WC 00 04 04	Pending Rate Change	
WC 00 03 13	Waiver of Our Right to Recover From Others Endorsement	
WC 00 04 06	Premium Discount Endorsement	
WC 00 04 14	Notification of Change in Ownership Endorsement	
WC 00 04 19	Premium Due Date Endorsement	
WC 00 04 21 D	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement	
WC 00 04 22 B	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	
WC 00 04 24	Audit Noncompliance Charge	
WC 00 04 25	Experience Rating Modification Factor Revision	
WC 02 04 01 C	Arizona Alcohol- and Drug-Free Workplace Premium Credit	
WC 02 06 01 A	Arizona Cancellation and Nonrenewal	
WC 04 03 01 A	Policy Amendatory Endorsement - California	
WC 04 03 03 B	Endorsement Agreement Limiting and Restricting This Insurance - Officers and Directors Coverage/Exclusion - California	
WC 04 03 06	Waiver of Our Right to Recover From Others - California	
WC 04 03 17 B	Endorsement Agreement Limiting and Restricting This Insurance - Employee Insured by General Employer Excluded	
WC 04 03 60 B	Employers' Liability Coverage Amendatory Endorsement - California	
WC 04 04 21	Optional Premium Increase Endorsement - California	
WC 04 06 01 A	California Cancellation Endorsement	

## NAMED INSURED ENDORSEMENT

Item 1 of the Information Page includes the following firms or organizations as insureds.

<b>Insured Name</b>	<b>FEIN No.</b>	<b>Dept. of Labor No.</b>
Natives of Kodiak Inc	92-0047862	
Koman Diversified Services, LLC	06-1710407	
Koman Government Solutions, LLC	37-1759059	
Koman Holdings, LLC	20-8971256	
Koman, Inc.	91-3174844	
Koman Integrated Solutions, LLC	32-0503811	

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-Z91-464891-017      Effective Date      Premium \$

Issued to Natives of Kodiak Inc



Coverage Is Provided In:  
American Fire and Casualty Company

Policy Number:  
**BAA (18) 58 38 91 87**  
Policy Period:  
**From 11/01/2017 To 11/01/2018**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

**Named Insured & Mailing Address**

NATIVES OF KODIAK INC  
2700 GAMBELL ST STE 401  
ANCHORAGE, AK 99503

**Agent Mailing Address & Phone No.**

(907) 276-5617  
MARSH & MCLENNAN AGENCY LLC  
PO BOX 107502  
ANCHORAGE, AK 99510-7502

Named Insured Is: CORPORATION

Named Insured Business Is: CONSUTLING -SOCIAL SERVICES

*In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.*

**SUMMARY OF COVERAGE PARTS AND CHARGES**

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

**COVERAGE PART**

**CHARGES**

Business Auto

*Total Charges for all of the above coverage parts:  
Terrorism Coverage: \$152.00*

*Note: This is not a bill*

**IMPORTANT MESSAGES**

Servicing Office Western Washington  
and Issue Date 11/27/17

\_\_\_\_\_  
Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 21 11 16



58389187

004102

235

of 224

21





Coverage Is Provided In:  
American Fire and Casualty Company

Policy Number:  
**BAA (18) 58 38 91 87**  
Policy Period:  
**From 11/01/2017 To 11/01/2018**  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

**Named Insured**

**Agent**

NATIVES OF KODIAK INC

(907) 276-5617  
MARSH & MCLENNAN AGENCY LLC

**OTHER NAMED INSUREDS**

See Named Insured Endorsement DS8804

**POLICY FORMS AND ENDORSEMENTS**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
AC 00 31 01 14	Changes In Your Policy
AC 21 09 01 16	Oregon Uninsured Motorists Coverage - Bodily Injury
AC 23 06 11 16	Public or Livery Passenger Conveyance and On - Demand Delivery Services Exclusion
AC 84 83 09 17	Virginia Business Auto Coverage Enhancement Endorsement
AO 90 19 03 13	Arizona Uninsured and Underinsured Motorists Coverage Selection of Lower Limits/Rejection of Coverage Form
CA 00 01 03 06	Business Auto Coverage Form
CA 00 01 03 10	Business Auto Coverage Form
CA 01 16 10 15	Virginia Changes - Business Auto Coverage Form
CA 01 35 01 08	Washington Changes
CA 01 49 01 10	Oregon Changes
CA 01 75 07 04	Arizona Change
CA 02 05 05 14	Arizona Changes Non-Renewal
CA 02 68 10 15	Virginia Changes In Policy - Cancellation and Nonrenewal
CA 21 21 11 02	Uninsured Motorist Endorsement - Virginia
CA 21 34 01 08	Washington Underinsured Motorists Coverage
CA 21 39 07 09	Arizona Uninsured Motorists Coverage
CA 21 40 07 09	Arizona Underinsured Motorists Coverage

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey  
Secretary

Paul Condrin  
President

To report a claim, call your Agent or 1-800-362-0000  
DS 70 21 11 16



Coverage Is Provided In:  
 American Fire and Casualty Company  
 9450 Seward Road, Fairfield, Ohio 45014

Policy Number:  
**BAA(18) 58 38 91 87**  
 Policy Period:  
**From 11/01/2017 To 11/01/2018**  
 12:01 am Standard Time  
 at Insured Mailing Location

**Common Policy Declarations**

Named Insured	Agent
NATIVES OF KODIAK INC	(907) 276-5617 MARSH & MCLENNAN AGENCY LLC

**POLICY FORMS AND ENDORSEMENTS - CONTINUED**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CA 22 46 01 16	Virginia Medical Expense and Income Loss Benefits Endorsement
CA 23 45 11 16	Public or Livery Passenger Conveyance and On - Demand Delivery Services Exclusion
CA 85 47 12 93	Temporary Substitute Auto - Physical Damage Insurance
CA 85 53 12 93	Recreational Trailers and Boat Trailers
CA 87 63 06 09	Exclusion - Asbestos Liability
CA 88 10 01 10	Business Auto Coverage Enhancement Endorsement
CA 88 28 10 11	Business Auto Coverage Enhancement Endorsement - Massachusetts
CA 99 03 03 06	Auto Medical Payments Coverage
CA 99 33 02 99	Employees as Insureds
CA 99 52 11 02	Limited Subrogation Rights - Virginia
CA 99 66 12 05	Commonwealth Of Virginia Employees Using Autos In Government Business
CA 99 69 08 08	Virginia Individual Named Insured
IL 00 17 11 98	Common Policy Conditions
IL 00 21 04 98	Nuclear Energy Liability Exclusion Endorsement Broad Form
IL 00 21 07 02	Nuclear Energy Liability Exclusion Endorsement Broad Form
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 23 11 13	Washington Changes - Defense Costs
IL 01 42 09 08	Oregon Changes - Domestic Partnership
IL 01 46 08 10	Washington Common Policy Conditions
IL 01 98 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 79 09 08	Oregon Changes - Cancellation and Nonrenewal
MM 99 11 09 02	Massachusetts Mandatory Endorsement
MM 99 13 10 06	Auto Medical Payments Coverage - Massachusetts
MM 99 28 09 98	Uninsured Motorists Coverage Massachusetts
MM 99 54 09 98	Underinsured Motorists Coverage Massachusetts
MM 99 67 09 98	Massachusetts Changes
UA OR 03 09 15	Uninsured/Underinsured Motorists Coverage And Limit Options Oregon
UA VA 01 11 08	Uninsured/Underinsured Motorists Coverage And Limit Options Virginia

To report a claim, call your Agent or 1-800-362-0000

DS 70 21 11 16

POLICY NUMBER  
**BAA (18) 58 38 91 87**  
Policy Period:  
**From 11/01/2017 To 11/01/2018**  
*12:01 am Standard Time  
at Insured Mailing Location*

## Named Insured Endorsement

This Endorsement Changes The Policy. Please Read it Carefully.

The complete Named Insured reads as follows:

NATIVES OF KODIAK INC

KOMAN GOVERNMENT SOLUTIONS, LLC

H & S ENVIRONMENTAL INC.

KOMAN CONSTRUCTION LLC. AND  
NATIVES OF KODIAK INC.

KOMAN DIVERSIFIED SERVICES LLC.;  
KOMAN HOLDINGS LLC.; H & S/ZAPATA  
JV LLC.; H & S/NOBIS JV LLC.

KOMAN INC

ENVIRONMENTAL ASSESSMENT SERVICES  
LLC. DBA EAS

KGS-BAY WEST 8A JV, LLC

KOMAN INTEGRATED SOLUTIONS LLC

KGSNE JV, LLC

KUPOL LLC

H&S/NOBIS JV

VXM INC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	18
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	21
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	22
EXTRA EXPENSE – BROADENED COVERAGE	10
GLASS REPAIR – WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	17
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	19

**SECTION II – LIABILITY COVERAGE** is amended as follows:

**1. BROAD FORM INSURED**

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

## 2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

## 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

## 4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## 5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

## 6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) \$50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

- E. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

## 7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

## 8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

## 9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

## 10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

## 11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

## 12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

## 13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V – DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.



## 15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## 16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

## SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

### 17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

### 18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  1. You, if you are an individual;
  2. A partner, if you are a partnership;
  3. Member, if you are a limited liability company;
  4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

### 19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**20. HIRED AUTO COVERAGE TERRITORY**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V – DEFINITIONS is amended as follows:**

**21. BODILY INJURY REDEFINED**

Under SECTION V – DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**22. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph **A.** – CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

From: Barios, April C

Sent: Wednesday, November 29, 2017 11:06 AM

To: 'Tobin, Sharon'

Subject: RE: Natives of Kodiak, Inc., BAA(18)58389187 > Delete Chevy 8522 / Correct Vin# 9137

Sharon,

The named insured list on the policy needs to be corrected to reflect the following.

- EAFES, LLC
- Environmental Assessment Services, LLC dba EAS
- H&S/Nobis Environmental JV, LLC
- H&S/Zapata JV, LLC
- KGS-Bay West 8a JV, LLC
- KGSNE JV, LLC
- KOMAN Construction, LLC
- KOMAN Diversified Services, LLC
- KOMAN Government Solutions
- KOMAN Holdings, LLC
- KOMAN Integrated Solutions, LLC
- KOMAN, Inc.
- KUPOL, LLC
- Natives of Kodiak Shareholder Permanent Fund Trust
- Stormwater Plans, LLC dba SWP Contracting & Paving / dba Maricopa Curb & Striping dust Technologies
- VXM, Inc.

Thank you, April Barios | Associate Client Executive

Market Relationship Manager, Marsh & McLennan Agency , 1031 W. 4th Avenue, Suite 400

Anchorage, AK. 99501

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in AK

### Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of AZ, DE, GA, KS, NC, PA, SC and VT the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of MA, the premium charge is 1% of the total manual premium.

In the states of NY and TN, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-Z91-464891-017      Effective Date      Premium \$

Issued to Natives of Kodiak Inc

## COMMENTS/REMARKS

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34.110 It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80. This Insurance was placed through the following Surplus Lines Broker: Worldwide Facilities. Applies to Company "A" ONLY.