



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: June 7, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Action Direct LLC, dba Redpoint Contracting (Headquarters: Phoenix, AZ)

Project Title/Description:

Sabino Creek Pump Station Project No. 3SCP06.

Purpose:

Award of Contract: Contract No. CT-WW-16-326 to the lowest responsive and responsible bidder in an amount not to exceed \$1,342,990.00 for a contract term through June 6, 2017 for construction of the new Sabino Creek Pump Station near the confluence of Sabino Creek and Woodland Wash.

Administering Department: Regional Wastewater Reclamation.

Procurement Method:

Invitation For Bid No. 193780 was issued pursuant to A.R.S. Title 34, Pima County Procurement Code 11.16.010 and Pima County Board of Supervisors Policy D 29.8(IV)(D). Five (5) responsive bids were received and four bids, including the lowest bid, were deemed to be in compliance with Pima County SBE requirements. Action Direct LLC, dba Redpoint Contracting provided the lowest responsive and responsible bid.

Attachments: Notice of Recommendation for Award; Contract No. CT-WW-16-326

Program Goals/Predicted Outcomes:

The Sabino Creek pump station will allow for continued service and eliminate the Sabino Creek gravity line crossing. The project will decrease the potential for sanitary sewer overflows in the region by eliminating the potential failure of the gravity line crossing.

Public Benefit:

The Sabino Creek pump station will allow for continued sewer service for the public. The project will minimize the public exposure by eliminating the gravity flow line crossing and the potential for failure of the gravity line crossing.

Metrics Available to Measure Performance:

During construction monthly project coordination meetings will be held to review the contractor's progress schedule and invoicing status to measure the contractor's performance. The overall project performance will be measured in the elimination of the potential failure of the Sabino Creek gravity line crossing.

Retroactive:

No

11/10/2015 11:11 AM CC: KEP
JL

To: COB- 6-2-16 (1)

Ver. - 1

Pgs - 36

Original Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 16-326
Effective Date: 6/7/2016 Termination Date: 6/6/2017 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$ 1,342,990.00 Revenue Amount: \$ _____
Funding Source(s): RWRD Obligations

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Keith E. Rogers

Department: Procurement

Department Director Signature/Date:

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

Keith E. Rogers 5/6/16

5/10/16 5/6/16

Telephone: (520) 724-3542

John D. Johnson 5/12/16

John D. Johnson 5/13/16

John D. Johnson 5/13/16

John D. Johnson 5/16/16

C. Brueckner 5/17/16

NOTICE OF RECOMMENDATION FOR AWARD

The Pima County Procurement Department - Design & Construction Division hereby issues formal notice to participating respondents for:

SOLICITATION #193780: SABINO CREEK PUMP STATION PROJECT NO. 3SCP06

that the below listed firm will be recommended for award of a contract in an amount not to exceed \$1,342,990.00. The award action is anticipated to be performed by the Pima County Board of Supervisors on or after June 7, 2016.

<u>RECOMMENDED:</u>	<u>AMOUNT</u> (Total Bid Amount)
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Action Direct, LLC, dba Redpoint Contracting	\$1,342,990.00
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<u>OTHER PARTICIPATING FIRMS:</u>	<u>AMOUNT</u> (Total Bid Amount)
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Innova Engineering, LLC	\$1,349,175.58
B & F Contracting, Inc. *	\$1,424,698.00
Achen - Gardner Construction, LLC	\$1,595,000.00
KE&G Construction, Inc.	\$2,039,998.95
*(Non-Responsive due to non-compliance with SBE requirements)	

Engineer's Estimate: \$1,195,505.00

Contract Officer: /s/ Keith E. Rogers Date: 05/06/16
Keith E. Rogers, CPPB

This notice is in compliance with Pima County Procurement Code: Sec. 11.12.010, 11.12.020, 11.20.010.C, Procedure dated 10/25/02.

cc: Pima County SBE – 43646
Project Manager

**PIMA COUNTY REGIONAL WASTEWATER
RECLAMATION DEPARTMENT**

**PROJECT: SABINO CREEK PUMP STATION
PROJECT NO. 3SCP06**

CONTRACTOR: Action Direct LLC, dba Redpoint Contracting
39506 N Daisy Mountain Dr, Ste #122
Phoenix, AZ 85086-6079

AMOUNT: \$1,342,990.00

FUNDING: RWRD OBLIGATIONS

CONTRACT

NO. CT-WW-16-326

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

(stamp here)

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 Action Direct LLC, dba Redpoint Contracting 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 **SABINO CREEK PUMP STATION PROJECT NO. 3SCP06** ("Project"); and,

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and

WHEREAS, CONTRACTOR submitted the low responsive, responsible bid in response to Solicitation No. 193780 for the COUNTY for said work is qualified and willing to provide such services; and

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 Board of Supervisors commences on June 7, 2016, and terminates on June 6, 2017, 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 **240 calendar days** after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time and calculated per the Standard Specifications for Public Improvements, Section 108-9.

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 will provide for the COUNTY all labor, materials and equipment necessary to complete the project as described in **Exhibit A – Scope of Work (3 Pages)**, incorporated into this Contract. All work will be done per specifications called for in the bid documents as contained in Pima County Solicitation Number 193780, the specifications, the plans, the General Conditions to the Contract, the Supplementary Conditions, the Pima County

RWRD Engineering Design Standards and the Standard Specifications and Details For Construction 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 One Million, Three Hundred Forty-Two Thousand, Nine Hundred and Ninety Dollars and Zero Cents (\$1,342,990.00).

Payment for this Contract will be made based on **EXHIBIT B: Bid Schedule** (3 pages) submitted by Contractor in response to Solicitation No. 193780, 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

Refer to EXHIBIT "C" STANDARD GENERAL TERMS OF THE CONSTRUCTION CONTRACT, Article 5 – Bonds and Insurance and to EXHIBIT "D" SUPPLEMENTARY CONDITIONS, Items SC-5.03 through SC-5.10.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies and holds harmless COUNTY 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 Agreement. 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 Agreement, 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:

Jackson Jenkins, Director
Regional Wastewater Reclamation Department
201 N. Stone Ave
Tucson, AZ 85701
Tel: 520-724-6549
Fax: 520-724-6553

CONTRACTOR:

Jeremiah Caucutt, Director of Preconstruction
Action Direct LLC, dba Redpoint Contracting
39506 N Daisy Mountain Dr, Ste. #122
Phoenix, AZ 85086
Tel: 602-792-0013
Fax: 602-792-0016

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. 193780 - SABINO CREEK PUMP STATION PROJECT NO. 3SCP06, EXHIBIT "A" – SCOPE OF WORK, EXHIBIT "B" - BID SCHEDULE, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT "C" – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT, EXHIBIT "D" - SUPPLEMENTAL CONDITIONS, PLANS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, EXHIBIT "E" ENGINEERING DESIGN STANDARDS AND STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION, 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 "D" - Supplemental Conditions
 - c) EXHIBIT "C" – Standard General Conditions of the Construction Contract
 - d) Technical Specifications, Plans, Drawings
 - e) Contractor Response to the Solicitation
 - f) Instructions to Bidders
 - g) 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 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 – 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:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

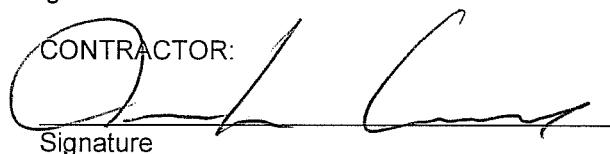
Deputy County Attorney

CHARLES WESSELHOFT

Name (Please Print)

MAY 09 2016

Date

CONTRACTOR:

Signature

Jeremiah Caucutt Director
Name and Title (Please Print)
6/1/16
Date

EXHIBIT "A" SCOPE OF WORK

SABINO CREEK PUMP STATION PROJECT NO. 3SCP06

Pima County Regional Wastewater Reclamation Department (RWRD) will replace the current Sabino Creek crossing with a new Pump Station (PS) located near the Sabino Creek crossing. The proposed PS will take over the conveyance of the existing and future flows currently utilizing the gravity sewer line crossing the Sabino Creek (MH-3287-02 to MH-3287-04) and will discharge at a downstream manhole west of the Sabino Creek (MH-8219-04). It is the intent of the Department to abandon the existing Sabino Creek gravity crossing. The existing Sabino Creek gravity crossing is located just south of the confluence of Sabino Creek and Woodland Wash. The new PS and Force Main (FM) will service approximately 250 existing customers, and connect to the existing gravity system in Larrea Lane, north of Cloud Road. The Sabino Creek PS will be situated on Pima County RWRD parcel 114-28-014B, west of Sabino Creek and south of Canyon Ranch. The work shall include but is not limited to:

- a. Install new PS to comply with current standards. Contractor shall provide pre-fabricated structures as designed in the plans and shall incorporate a PCRWRD approved coating as corrosion protection. The existing gravity system is to remain in operation until construction is complete and ADEQ Discharge Authorization is issued. Contractor shall keep all construction within the existing Pima County RWRD parcel, sewer easements and common area easements. See attached G-2010-100 plans for PS.
- b. Install new gravity sewer line and manholes (MH) per plan to redirect existing flows to the new PS. See attached G-2010-100 plans for gravity realignment.
- c. Perform all required flow management plan activities to facilitate the construction activities. It is the intention to retain the existing gravity system in operation until the new PS is complete and approved for operation. The Contractor shall submit a Flow Management Plan to RWRD Field Engineering for approval prior to construction.
- d. The Contractor shall install a new pre-cast structure capable of accepting the calculated design flows with a self-cleaning bottom, appropriate pump rails, and access hatches for installation/removal of pumps for maintenance activities as per attached G-2010-100 plans. A PCRWRD approved coating shall be applied to all concrete structures exposed to sewer flow or gasses for corrosion resistance.
- e. The Contractor shall procure, deliver and install 2 new pumps as per RWRD recommendation, FLYGT NP 3127 SH 3~248, as well as deliver to the RWRD Conveyance yard a third new pump with the same specifications as a "back up". The Contractor shall provide an energy efficiency rating for the normal operation of the pumps along with the calculations.
- f. Install all controls, cables and wiring to support the new pump station site. Facilitate the tools, equipment, coordination and permitting necessary for the electrical service required and the installation of the new equipment and controls. New pump wiring, rails, controls, and cables shall be routed so as to facilitate future maintenance and repair activities. Install all equipment pads, under and above ground conduits and provide all required electrical boxes. Install shade structures per plan and RWRD 504 for all electrical equipment.
- g. All new 4-inch discharge piping in the wet well shall be 316 stainless steel (SS) schedule 40 and shall connect to the above ground 4-inch class 350 DIP manifold piping per plan. All DIP pipe shall be coated with an approved product except the bolts. All metal in the wet well shall be 316 SS.
- h. Provide discharge magnetic flow meter. The meter shall be Danfoss/Magflo, Model MAG 5100W Tube MAG 5000 Converter, with 4-inch diameter, with a Flow Range of 60-1,233 GPM, 120 VAC Power, 4-20mA flow rate contact pulse total outputs with a remote mounted converter in the MCC or approved equal. The MAG meter shall be placed per plan such that the crown (internal) of the MAG meter section is at least 1" below the pipe invert on either side of the sag. Contractor shall also provide a class 350 ductile iron spool piece of same length and diameter as the installed flow meter to allow maintenance of flow meter without interrupting service.
- i. Provide all required fittings and installation within the discharge manifold system to allow for a flow management port, per plan. See attached G-2010-100 plans for details.

- j. Access hatch for the wet well shall be RWRD approved lockable aluminum, located to maximize maintenance equipment and personnel access to the pumps/piping while providing a safe environment for all maintenance operations. The hatch shall be equipped with an approved self-deploying rigid safety grate per plan.
- k. Once the new Pump Station is approved, the Contractor shall slurry fill, abandon and monument approximately 227 LF of 8" ACP, 231 LF of 12" HDPE and 60 LF of 12" DIP sewer lines between existing MH 3940-01 and MH 8699-34, including MHs 8225-29, 3287-01, 3287-02, 3287-04 and 6899-36. Abandoned inverts in both MHs 3287-03 and 8699-34 shall be grout filled and the benches reshaped to accommodate the new pipe inverts.
- l. The Contractor shall install a new 8-inch PVC line between existing MH 3287-03 and the PS, including new MHs number 1, 2 and 3, per attached G-2010-100 plans.
- m. Access road shall be graded and stabilized, including drainage features and slope stability methods. All specified fencing and gates shall be installed per plans.
- n. Install site lighting operated by separate light switches at the gate. Location of the light poles per plan. Include a separate electrical GFI outlet at each light pole for maintenance operations.
- o. Provide and install standby generator as specified in the plans and specs. The generator shall be a 100 kW diesel powered engine, with a silencing muffler, capable of operating 24 hrs, both pumps simultaneously (1 pump may delay start) and all electrical equipment including site lighting, and include an automatic transfer switch in accordance with PC RWRD standards.
- p. The Contractor shall set up all electrical connections and configure them to be controlled by the PLC. Once all the electrical components are installed the Contractor shall test the operation of all electrical components using the back-up power generator. An electrical engineer is required to perform an Arch-Flash Hazard Analysis for the electrical equipment installed including the recovered panels.
- q. The Contractor shall coordinate the installation of a 1 1/2" potable water service tap and meter, install a water backflow preventer with lockable access at the meter location and install service line to provide a 1 1/2" potable water connection and hose bib at the station, including all permitting and fees.
- r. The Contractor is to provide fencing and gate along site limits in accordance with the plans. The wall will be 8 feet tall from finish grade and match color and texture with the adjacent Canyon Ranch cmu wall across from the station. The fence is to match height of existing property fence including gate, ADOT Standards C-12-10 Type 1. Additionally, the Contractor is to provide and install one 20 ft, Galvanized Steel-Cantilever track gate and one 4 ft man gate to be mounted within the 8 ft CMU boundary wall for access to the PS site. Locate emergency beacon at a visible location. Install warning sign with current emergency contact information.
- s. The Contractor shall install a pole for area SCADA, radio antenna, cable, and radio system equipment within the new PS site per plan. Coordinate all SCADA work with RWRD SCADA Division, Bruce Gura at (520) 724-6474.
- t. Insure all equipment, SCADA connections, and control panels are properly connected and protected from direct sun effects. Provide shade structures to include all control and electrical panels. Shade structures shall not impede installation/removal operations but shall be oriented to provide maximum protection from the sun as possible. Provide a light fixture (or more if required) at the Control panel operated by a separate switch along with an outdoor electrical outlet for power tools and night time operations.
- u. The Contractor shall coordinate with Carl Goforth with Canyon Ranch prior to construction.
- v. Landscape renovation shall be a lump sum line item. Coordinate all landscape removal and renovation in advance with Pima County Parks and Recreation and Bill and Beth Woodin. The Contractor shall officially notify the property residents/owners within the area of the proposed work 15 days prior to start of work per RWRD requirements.
- w. Properly document any and all repair field conditions to the facilities on as-built plans in accordance with RWRD standards. Contractor shall employ survey methods to establish Arizona State Plane (0202) Coordinates (X, Y, and Z) in international feet for each feature. Horizontal coordinates shall be expressed relative to the North America Datum 83 (NAD 83), in international feet. Vertical coordinates shall be relative to the North America Vertical Datum 88 (NAVD 88) reduced to orthometric heights. A summary table shall be included with the final as-built plans showing the final structure's coordinates. Additionally, Contractor shall provide electrical as-built documentation.

- x. Provide two (2) paper copies and a digital copy with all required manufacturer's data sheets and maintenance manuals for all equipment installed during the station construction and four (4) paper copies and a digital copy of the as-builts.
- y. All pay items shall be provided complete and in place including all permitting, testing, etc. per RWRD standards and specifications and ADEQ permit requirements.

Additional Notes:

1. Cultural clearance has been granted for this location provided:

All project activities must be kept in the project areas.

A caution must be noted concerning human burials. Archaeological clearance recommendations do not exempt the construction from compliance with State burial protection laws. In the event that human remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects are found during excavation or construction, ground disturbing activities must cease in the immediate vicinity of the discovery. State laws ARS 41-865 and ARS 41-844, require that the Arizona State Museum be notified of the discovery at (520) 621-4795 so that cultural groups who claim cultural or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and the concerned cultural groups.

2. Layout of work and survey control shall be performed by, or under the direct supervision of, a Registered Land Surveyor (RLS) registered in the State of Arizona. Prior to the start of survey activities, the individual or company responsible for survey layout and control shall contact the Pima County Department of Transportation, Survey Section, Survey Manager, at 740-2629 to arrange a meeting to review survey control, (horizontal and vertical), to be utilized on the project.

Please coordinate with:

RWRD Conveyance:	Keith Olson (520) 443-6500
RWRD SCADA:	Bruce Gura (520) 724-6474
Pima County Park and Recreation:	Jessie Byrd (520) 488-8022
Canyon Ranch Director:	Carl Goforth (520) 749-9655
Resident (parcel 114-28-014A):	Bill and Beth Woodin (520) 298-2954

Before doing any/all field work in this facility.

END OF EXHIBIT "A"

EXHIBIT "B" BID SCHEDULE

Pima County Procurement Department
Solicitation Number 193780
SABINO CREEK PUMP STATION PROJECT NO. 3SCP06



EXHIBIT "B" - CONTRACTOR BID SHEET

BID SCHEDULE

BID OF: Action Direct LLC dba Redpoint Contracting

39506 N. Daisy Mtn Dr. Ste #122; Phoenix, AZ 85086

(CONTRACTOR'S NAME AND ADDRESS)

to install all materials and perform all work in accordance with the Contract Documents for construction of the:

IFB #193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06

The bidder has carefully examined the form of Contract, Special Provisions, Specifications, and RWRD Engineering Design Standards, 2016 Edition and Standard Specifications and Details for Construction, 2016 edition, and Construction Drawings and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

Line #	Item Description	Unit	Quantity	Unit Price	Amount
1	Mobilization, in accordance with the Plans and specifications, complete, in place.	1.00	L.S.	\$100,000.00	\$100,000.00
2	Furnish, operate and maintain sewage flow management systems/equipment necessary to accomplish the sewer rehabilitation work, in accordance with the Plans and Specifications, complete in place.	1.00	L.S.	\$60,000.00	\$60,000.00
3	Furnish and install 4" stainless steel wet well force main sewer pipe with restrained joints in accordance with the plans and specifications, complete in place.	1.00	L.S.	\$9,000.00	\$9,000.00
4	Excavate, furnish and install 8" PVC gravity sewer pipe in accordance with the plans and specifications, complete in place.	500.00	LF	\$25.00	\$12,500.00
5	Furnish and install new 5' diameter manhole with base, frame and cover, and concrete collar, in accordance with the plans and specifications, complete in place.	3.00	EA	\$35,000.00	\$105,000.00
6	Excavate, furnish and install pre-cast concrete 6' square self-cleaning wet well with ConShield, including concrete top slab, safety grate, hatch and rails, in accordance with the plans and specifications, complete in place.	1.00	L.S.	\$27,400.00	\$27,400.00
7	Install concrete manifold containment slab with drain and all pipe stands, in accordance with the plans and specifications, complete in place.	1.00	L.S.	\$32,000.00	\$32,000.00
8	Furnish and install new submersible pump Flygt NP 3127 .248, 11 HP, 460 V/60 Hz, in accordance with the plans and specifications, complete in place.	3.00	EA	\$10,000.00	\$60,000.00

Pima County Procurement Department
 Solicitation Number 182780
 SAB/NO CREEK PUMP STATION PROJECT NO. 3SCP06



9	Furnish and install complete 4" DIP manifold piping and valves with restrained joints and approved interior and exterior coating (SP-2000R), including Danfoss/Magno MAG meter and Camlock connection, in accordance with the plans and specifications, complete in place.	1.00	LS	\$120,000.00	\$120,000.00
10	Provide connection to existing manholes, including reshaping benches, grouting abandoned invert and new concrete collars, in accordance with the plans and specifications, complete in place	3.00	EA	\$5,000.00	\$15,000.00
11	Furnish and install all electrical equipment, panels, controls, wiring, site lighting, SCADA and shade structures, in accordance with the plans and specifications, complete in place.	1.00	LS	\$300,000.00	\$300,000.00
12	Furnish and install an approved backup diesel generator, in accordance with the plans and specifications, complete in place.	1.00	LS	\$75,000.00	\$75,000.00
13	Furnish and install stabilized access drive, including all drainage and grading features, in accordance with the plans and specifications, complete in place.	1.00	LS	\$55,000.00	\$55,000.00
14	Furnish and install all fencing and gates, in accordance with the plans and specifications, complete in place.	1.00	LS	\$50,000.00	\$50,000.00
15	Demolish-in-place and monument abandoned manholes, in accordance with the plans and specifications, complete in place.	5.00	EA	\$2,000.00	\$10,000.00
16	Grout/Inject 8" and 12" gravity piping, including monumental, in accordance with the plans and specifications, complete in place.	1.00	LS	\$6,000.00	\$6,000.00
17	Provide survey and RLS sealed as-built drawings, in compliance with RWRD standards.	1.00	LS	\$7,000.00	\$7,000.00
18	Provide an Electrical Engineer to perform Arch-Flash Hazard Analysis and miscellaneous electrical requirements, in compliance with RWRD standards.	1.00	LS	\$12,000.00	\$12,000.00
19	Allowance for removal, salvage, relocation, and replacement of native desert plants as required, by FORCE ACCOUNT, complete in place.	1.00	LS	1	\$15,000
20	Allowance for coordinate installation of electrical service for site, including permitting and fees, in accordance with the plans and specifications, complete in place.	1.00	LS	1	\$25,000
21	Allowance for coordinate installation of water service for site, backflow preventer and cage, service line and bib, including permitting and fees, in accordance with the plans and specifications, complete in place.	1.00	LS	1	\$25,000

Plma County Procurement Department
 Solicitation Number 193780
SABINO CREEK PUMP STATION PROJECT NO. 3SCP06



				Sub-Total	1,220,900.00
22	Provide miscellaneous construction materials, labor, and equipment by FORCE ACCOUNT, complete in place			10% of Sub-Total	122,090.00
		Project Total Bid			1,342,990.00

TOTAL BID AMOUNT (IN WORDS): ONE MILLION THREE HUNDRED FORTY TWO THOUSAND
 NINE HUNDRED AND NINETY DOLLARS AND 00/100 CENTS

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Material Addendum may result in rejection of the bid.

Addendum #	By (Name of Bidder's Personnel)	Date	Addendum #	By (Name of Bidder's Personnel)	Date
1	Jeremiah Caucutt	4/12/2016			
2	Jeremiah Caucutt	4/15/2016			
3	Jeremiah Caucutt	4-21-2016			

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder:

Printed Name: Jeremiah Caucutt

Date: 4/28/2016

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

KNOW ALL MEN BY THESE PRESENTS THAT: Action Direct LLC dba Redpoint Contracting
(hereinafter "Principal"), as Principal, and The Guarantee Company of North America USA
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of MI,
with its principal office in the City of Southfield, 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 One Million Three Hundred Forty Two Thousand Nine Hundred Ninety
and 00/100 (\$1,342,990.00)
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 _____ for Sabino Creek Pump Station Project No. 3SCP06 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.

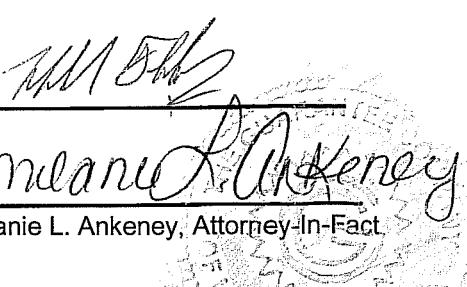
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent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

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 26th day of May, 20 16.

Action Direct LLC dba Redpoint Contracting
Principal

The Guarantee Company of North America USA
Surety

By: 
By: Melanie L. Ankeney
Melanie L. Ankeney, 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)**

KNOW ALL MEN BY THESE PRESENTS THAT: Action Direct LLC dba Redpoint Contracting
(hereinafter "Principal"), as Principal, and The Guarantee Company of North America USA
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of MI,
with its principal office in the City of Southfield, 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, Arizona,
(hereinafter "Obligee") in the amount of One Million Three Hundred Forty Two Thousand Nine Hundred Ninety,
and 00/100 (\$1,342,990.00)
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 _____ for Sabino Creek Pump Station Project No. 3SCP06 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 agreement.

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 26th day of May, 2016.

Action Direct LLC dba Redpoint Contracting

Principal

The Guarantee Company of North America USA

Surety

By:

4

By: Walker McWay

Melanie L. Ankeney, Attorney-In-Fact



The Guarantee Company of North America USA
Southfield, Michigan
POWER OF ATTORNEY

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

David J. McKee, Patrick R. Hedges, Joseph A. Clarken III, Melanie L. Ankeney, Jennifer S. Castillo
Constructors Bonding, Inc.

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

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

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

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

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

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



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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

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



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2018
Acting in Oakland County

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

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

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26th day of May 2016



Randall Musselman, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2016

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

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

PRODUCER

Lovitt & Touché - Tempe
1050 W Washington Street, Suite 233
Tempe AZ 85281

CONTACT NAME: Jackie Wanta		
PHONE (A/C. No., Ext.): 602-956-2250	FAX (A/C. No.): 602-956-2258	
E-MAIL ADDRESS: jwanta@lovitt-touche.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : State National Insurance		12831
INSURER B : Navigators Specialty Insurance Comp		
INSURER C : Torus National Insurance Company		25496
INSURER D :		
INSURER E :		
INSURER F :		

INSURED **REDCONT-C1**

Action Direct, LLC dba Redpoint Cont
39506 Daisy Mountain Dr # 122-480
Phoenix AZ 85086

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y	Y	XNDP0173100	7/1/2015	7/1/2016	EACH OCCURRENCE		\$1,000,000						
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (EA occurrence)		\$100,000						
								MED EXP (Any one person)		\$10,000						
								PERSONAL & ADV INJURY		\$1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		\$2,000,000						
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO- JECT						PRODUCTS - COMP/OP AGG		\$2,000,000						
										\$						
	OTHER:															
A	AUTOMOBILE LIABILITY			Y	Y	XNDA0173100	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (EA accident)		\$1,000,000					
	<input checked="" type="checkbox"/> ANY AUTO								BODILY INJURY (Per person)		\$					
	<input type="checkbox"/> ALL OWNED AUTOS		SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS						BODILY INJURY (Per accident)		\$					
	<input checked="" type="checkbox"/> HIRED AUTOS								PROPERTY DAMAGE (Per accident)		\$					
											\$					
B	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR	Y	Y	CH15EXC846539IC	7/1/2015	7/1/2016	EACH OCCURRENCE		\$5,000,000				
	EXCESS LIAB			CLAIMS-MADE						AGGREGATE		\$5,000,000				
	DED	<input checked="" type="checkbox"/>	RETENTION \$0									\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N <input checked="" type="checkbox"/> N	N / A	T10150257	7/1/2015	7/1/2016	<input checked="" type="checkbox"/>	PER STATUTE	OTHE- R					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT		\$1,000,000					
	If yes, describe under DESCRIPTION OF OPERATIONS below								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)

Certificate Holder and owner (if applicable) are additional insureds as respects general liability, automobile liability and excess liability if required in a written contract. Waiver of Subrogation applies to the general liability, auto liability & Worker Comp if required in a written contract. The general liability insurance is primary and certificate holder's insurance is non-contributory if required by written contract.

Pima County is an additional insured if agreed to in a written contract as respects Sabino Creek Pump Station Project No 3SCP06. Redpoint Job 670

CERTIFICATE HOLDER

CANCELLATION

Pima County Procurement
Design and Construction Division
130 West Congress 3rd Floor
DT-AB3-126
Tucson AZ 85701

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

AUTHORIZED REPRESENTATIVE

Abbe

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BLANKET AS REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS PER WRITTEN CONTRACT

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
BLANKET AS REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS PER WRITTEN CONTRACT

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

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE 7/1/2015	COMPANY State National Insurance Company
NAMED INSURED Action Direct, LLC dba Redpoint Contracting	AUTHORIZED REPRESENTATIVE KDC Associates, LLC.	
COVERAGE PARTS AFFECTED COMMERCIAL AUTO COVERAGE PART		
CHANGES		
ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY		
This endorsement modifies insurance provided under the following:		
COMMERCIAL COVERAGE FORM CA 00 01 Schedule		
This policy provides any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.		
The insurance provided by this policy to the person or organization shown in the Schedule and named as an additional insured is primary insurance. We will not seek contribution from any other insurance available to that additional insured.		

Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

PER CERTIFICATES ON FILE WITH AGENCY

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY COVERAGE EXTENSION ENDORSEMENT

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II - Who Is An Insured**. Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V - Definitions**.

The following is a summary of the limits additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

SCHEDULE

Blanket Additional Insured When Required by Contract	Included
Broadened Definition of Mobile Equipment	Included
Damage to Premises Rented to You	Broadened Perils
Liberalization	Included
Medical Payments	Increased to \$10,000 per person (unless excluded)
Non-Owned Aircraft	If rented or loaned with a paid crew
Non-Owned Watercraft	Increased to 51 feet long
Notice of Occurrence	Included
Per Location and Per Project Aggregates	Included
Property Damage to "Customers' Goods"	Up to \$10,000 per "occurrence"
Property Damage to Borrowed Equipment	Up to \$10,000 per "occurrence"
Revised Exclusion for Expected or Intended Injury	Included
Supplementary Payments	
Bail Bonds	Up to \$2,500
Loss of Earnings	Up to \$300 a day
Unintentional Failure to Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery	Included

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

Changes to SECTION I - COVERAGES

DAMAGE TO PREMISES RENTED TO YOU

A. **SECTION I - COVERAGE A., 2. Exclusions** is amended to delete the last paragraph and is replaced by the following:

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

6. Subject to **5.** above, the higher of \$300,000 or the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT RENTED OR LOANED TO YOU WITH A CREW

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph **(2)** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:
(a) Less than 51 feet long; and
(b) Not being used to carry persons or property for a charge.

The following is added to **g. Aircraft, Auto or Watercraft**:

(6) An aircraft not owned by any insured that is rented or loaned to you, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in **(2) (a)** and **(b)** or **(6)** above, the insurance provided by this Coverage Form does not apply whether the other insurance is primary, excess, contingent, or issued on any other basis.

Changes to SECTION I - COVERAGE A - EXCLUSIONS

EXPECTED OR INTENDED INJURY

Exclusion 2. a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or ‘property damage” expected or intended from the standpoint of the insured.

This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

PROPERTY DAMAGE - BORROWED EQUIPMENT

A. 2. Exclusions, j. Damage to Property, (4) Personal Property in the care, custody or control of the insured;

does not apply to “property damage” to borrowed equipment while that equipment:

1. is not being used to perform operations; and
2. is away from an insured’s premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for “property damage” to borrowed equipment is \$10,000 per “occurrence”.

PROPERTY DAMAGE - “CUSTOMERS’ GOODS”

A. Paragraphs (3), (4) and (6) of **Exclusion j. of SECTION I - COVERAGES, COVERAGE A** does not apply to “property damage” to “customers’ goods” while on your premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary excess, contingent or on any other basis.

C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for “property damage” to customers’ goods is \$10,000 per “occurrence”.

Changes to SECTION II - WHO IS AN INSURED

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Changes to SECTION III - LIMITS OF INSURANCE

MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. is deleted in its entirety and replaced by the following:

7. Subject to paragraph 5, the Medical Expense Limit is equal to the Medical Expense Limit stated in the Declarations, subject to a minimum of \$10,000 and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

PER LOCATION AND PER PROJECT AGGREGATES

SECTION III - LIMITS OF INSURANCE, is amended to add the following:

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a covered "location" or covered construction project:

1. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 Per Location or Per Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.

C. When coverage for liability arising out of the products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.

D. **Definition**

For the purposes of the Per Location and Per Project Aggregates, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provision of **Limits of Insurance (Section III)** not otherwise modified by this endorsement shall continue to apply as stipulated.

Changes to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Item 8. **Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an "occurrence" to waive such rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

NOTICE OF OCCURRENCE

The following is added to paragraph 2. **Duties In The Event of Occurrence, Offense Claims or Suit:**

Your rights under the Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence, offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence" offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence" offense, claim or "suit".

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

10. Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of the Coverage Part, we shall not deny coverage under this coverage Part because of such failure.

LIBERALIZATION

SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

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

Changes to SECTION V - DEFINITIONS

12. **Mobile Equipment**, paragraph f. (1) is amended to add the following:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

The following definition is added:

23. **“Customers’ goods”** means tangible personal property belonging to your customers and left with you for storage, service or repair. “Customers goods” does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities; or
- b. Animals; or
- c. Contraband, or property in the course of illegal transportation or trade; or
- d. Personal property while airborne or waterborne; or
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance; or
- f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than autos, you hold for sale; or
- (2) Rowboats or canoes out of water at the described premises;

g. The following property while outside of buildings:

- (1) Grain, hay straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 7/1/2015 1:45:00 PM	Countersigned By:
Named Insured: Action Direct, LLC dba Redpoint Contracting	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE COVERAGE EXTENSION ENDORSEMENT

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II - Who Is An Insured**. Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V - Definitions**.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Schedule

Blanket Waiver of Transfer of Rights of Recovery	Included
Broadened Definition of Who Is An Insured	Included
Loss of Use Expenses	Up to \$50 a day / \$750 Maximum
Revised Deductible for Glass Damage	Included
Supplementary Payments	
Bail Bonds	Up to \$2,500
Loss of Earnings	Up to \$300 a day
Transportation Expenses	Up to \$50 a day / \$1,500 Maximum
Unintentional Failure to Disclose	Included
Auto Loan/Lease Gap Coverage	Included

This endorsement modifies insurance provide under the following:

BUSINESS AUTO COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

Changes to SECTION II – LIABILITY COVERAGE

A. Coverage, 1. Who Is An Insured is amended to add the following:

- d. Any organization you newly acquire or form during the policy period provided you own 50% or more of the business entity. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an insured under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- e. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of a written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.
- f. An employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, (2) and (4) are deleted in their entirety and replaced with the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses is deleted in its entirety and replaced with the following:

b. Loss Of Use Expenses

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

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$750.

D. Deductible is deleted in its entirety and replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning and no deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident", provided that the "accident" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

A. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended by adding the following:

2. Concealment, Misrepresentation Or Fraud

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Auto Loan/Lease Gap Coverage is added as follows:

For those businesses not listed as "auto" dealerships in the Declarations, the following provisions apply:

If a long term leased "auto", under an original lease agreement, is a covered "auto" under this Coverage Form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease or loan, less the amount paid under the **Physical Damage Coverage** Section of the policy; and less any:

- a. Overdue lease/loan payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

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 any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Per Policy Minimum Waiver Premium by State:

\$500:	AL, AR, CA, CO, CT, DC, ID, IL, IN, IA, KS, ME, MD, MI, MS, MT, NV, NM, OH, OK, OR, PA, RI, SD, UT, VT, VA, WA, WV
\$250:	AK, DE, LA, NY
\$100:	NC
\$50:	WI
N/A:	AZ, FL, GA, HI, MA, MN, MO, NE, SC, TN, TX

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/15 Policy No. T10150257
Insured Action Direct, LLC
Insurance Company Torus National Insurance Company

Endorsement No. 6
Policy Effective Date 07/01/15

Countersigned By

WC 00 03 13
(Ed. 4-84)