

**JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
STORMWATER PLANS, LLC  
DBA SWP CONTRACTING & PAVING**

THIS JOB ORDER MASTER AGREEMENT (this "Contract") is entered into as of March 19, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Stormwater Plans, LLC, dba SWP Contracting & Paving, a(n) Arizona limited liability company (the "Contractor").

RECITALS

A. The Town issued a Request for Qualifications, CS2019-006, Construction Services (the "RFQ"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking statements of qualifications from vendors for construction and related services.

B. The Contractor submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for Construction Services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Contract. This Contract shall be effective as of the date first set forth above and shall remain in full force and effect for one year with up to four (one) year renewable options.

2. Job Order Master Contract Process.

2.1 Indefinite Delivery and Quantity. This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction Services within the scope of this Contract as Town may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders will generally include Design Services and where Design Services are necessary, Town will contract for those services separately. A separate Job Order will be issued for each Project describing the specific Work to be performed by the Contractor for that Project. There may be multiple Projects, and, therefore, multiple Job Orders, under this Contract.

2.2 Non-Exclusive Contract. Town shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition,

as to any Job Order, Town may elect to have Design Services provided by Town's internal consultants or by independent Design Professionals. Such action by Town shall not constitute a breach or otherwise violate this Contract.

2.3 No Obligation for Town. This Contract does not obligate or require Town to offer any Job Order to Contractor and no Contract will exist for any specific Work until a Job Order for such Work has been fully executed by Town and Contractor.

2.4 Scope of Work Under This Contract. This Contract is for a broad range of maintenance, repair and minor construction work on real property. The scope of this Contract will be to provide construction services, including minor associated incidental design services, for a broad range of Town renovation and construction projects and will include a variety of trades as set forth on Exhibit B.

2.5 Contract Price for Each Job Order. The amount to be paid by Town for the Project under each Job Order is the Contract Price for the Job Order. The Contract Price includes the Contract Price for the Work. The Contract Price for any Job Order may be a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following:

A. The cumulative sum of the Job Orders performed by Contractor during any twelve (12) month period shall not exceed \$125,000.00.

B. There is no limit on the number of Job Orders that Town may issue to Contractor during any twelve (12) month period of this Contract or during the entire period this Contract is in effect.

C. Contractor may not refuse any Job Order under this Contract properly issued by Town, unless Contractor explains, in writing and to Town's satisfaction, that the scope of work under a specific Job Order is poorly defined or hazardous to health or safety.

2.6 Job Order Format. Each Job Order shall be in the form attached as Exhibit C hereto and shall not be effective or binding until fully executed by all parties.

2.7 Job Order Development. The general steps for development of a Job Order are:

A. When Town identifies a need for performance of a Project under a Job Order, Town will issue a request to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, Town will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) working days of receipt of this notification, or such other time as set by Town, Contractor will:

- (i) Visit the proposed site of the Project with Town designated representatives; and
- (ii) Arrange with Town to further define the scope of the needed Project.

B. Contractor will thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

C. Town will arrange for any needed Design Services to produce the Drawings and Specifications, with a copy to Town and a copy to Contractor. Design Services will not begin until the scope of Design Services is approved by Town. The Drawings and Specifications developed as part of the Design Services are subject to approval by Town. If there are no Design Services required for a specific Job Order, Town will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

D. Upon establishment of the scope of Work needed for a Project, Contractor will prepare its proposal for accomplishment of the Project under either a Fixed Price or a Guaranteed Maximum Price (GMP), as in a form and substance determined by Town. GMP (Open Book) pricing shall consist of direct job cost, project-specific general conditions, general and administrative cost, profit, Bond cost and sales tax will be added to Open Book pricing for total Job Order Cost.

2.8 Issuance of Job Orders. The Town Representative will compare the Contractor's Job Order Proposal with Town's estimate, schedules and other requirements, and then, if the Town Representative determines it is in the best interest of Town, arrange a meeting with Contractor, at which time the Contractor's Job Order Proposal will be discussed and negotiated. If the Town Representative determines that it is in the best interest of Town, Town shall then issue a completed Job Order, in the form attached as Exhibit C, to Contractor for execution.

### 3. Performance of the Work.

3.1 Specifications. The Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, current edition ("MAG Specifications"), Maricopa Association of Governments, Standard Details for Public Works Construction, current edition ("MAG Details"), have been adopted by Town and shall apply to the Work, to the extent applicable. In addition, to the extent Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications or MAG Details (collectively the "Town Specifications"), those Town Specifications shall apply to the Work when and where appropriate and the Contractor shall fully comply therewith. Any questions or concerns about the applicability of any specific MAG or Town Specifications to the Work shall be directed in writing to the Project Engineer. The MAG Specifications, MAG Details and Town Specifications are incorporated into the Contract.

3.2 Coordination. Contractor shall be responsible for coordinating the performance of the Work with the Project Engineer, Project Manager, Engineering Department and other departments or agencies within Town, the design professionals and other contractors involved in the Project. Contractor shall also cooperate with Town in communicating with,

obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.

3.3. Inspection/Reporting. Before starting the Work, the Contractor shall carefully study and compare the various plans, drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by Town, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to Town in such form as Town may require. The Contractor shall be liable to Town for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents if the Contractor, with the exercise of reasonable care should have recognized such error, inconsistency, omission or difference and fails to report it to Town. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the work installed by other contractors, is not guaranteed by Town. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to Town, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

3.4. Extra Work/Changes in the Work/Approvals. Town reserves the right to make such changes in the plans and specifications for the Work, within the general scope thereof, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

A. Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work; on all such Change Orders and Extra Work Orders, Contractor shall specify the increased and/or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order or Extra Work Order. In no event, however, will the Contractor be entitled to collect for overhead and profit for such changes more than the percentages of Contractor's actual and direct cost incurred in such change as set forth in the corresponding Change Order. If additional work is performed on the basis of an Extra Work Order, a corresponding Change Order shall be prepared, approved and processed by Town before payment can be made to Contractor.

B. Upon request by Town, Contractor shall submit for Town's prior approval all samples, product data, shop drawings on all materials, systems and equipment to be incorporated into the Work.

C. The Project Manager shall be designated by the Town. All communications concerning performance of the Work or the Project shall be provided to the designated Project Manager, who has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. The Project Manager has no authority to bind Town or Town Council in contravention of any Town Code, State or Federal statute or regulation, or this Contract. Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of Work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

3.5. Time/Float. Contractor shall strictly comply with the Project schedule approved in writing by Town (the "Contract Time"). The Contract Time shall start with the Notice to Proceed and end with final acceptance of the Work. Contractor shall commence performance of the Work and complete the Project through both substantial completion and final acceptance within the Contract Time, and failure to do so shall be a material breach of the Contract.

A. Time is of the essence of the Contract, for the Project, for the Work, and for each phase and/or designated milestone thereof.

B. No modification to the Contract Documents or the Contract Time shall be effective unless approved in writing, in advance, by Town.

C. The total float time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of float as needed to meet contract milestones and the Project completion date.

4. Payments. Payments shall be made as follows:

4.1 Progress Payments.

A. Progress billings will be processed monthly starting upon Project commencement.

B. Contractor billings shall be submitted on Contractor's typical invoice form.

C. A list of all suppliers (including name, contact information and phone numbers) to be used by Contractor must be received and approved by Town, prior to release of Contractor's monthly progress payment. Town's approval of Contractor's suppliers shall not release Contractor from any of its obligations under this Contract, including without limitation, Contractor's indemnification, and insurance obligations.

D. If required by Town, Contractor will be required to execute an Unconditional Waiver and Release on Progress Payment or Unconditional Waiver and Release on final payment contemporaneously with the receipt of partial or final payments, or other form of acknowledgment of payment and/or release of claims as required by Town,

as well as unconditional lien waivers executed by subcontractors and/or suppliers who have provided labor, materials, or rental equipment to Contractor. Payments of any amounts covered by any conditional lien waivers may, at Town's sole discretion, be made by joint check issued to the Contractor and the subcontractor or supplier.

E. Contractor shall submit all other supporting documentation substantiating its Invoice as may be reasonably required by the Engineer, Project Manager, Town, and applicable laws.

4.2 Final Payment. Final payment including retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and accepted by Town and Engineer; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings, plans and specifications have been delivered to Town; (iii) if required by Town, full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Town; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town an Invoice requesting payment. The Contract number must be referenced on all invoices.

4.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which the Contractor is responsible, including, without limitation:

- A. defective Work not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Town is provided by the Contractor;
- C. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- D. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. damage to Town or another contractor;
- F. reasonable evidence that the Work will not be completed within the Contract Time set forth in Exhibit B (or otherwise by Town), and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- G. persistent failure to carry out the Work in accordance with the Contract Documents.

4.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of Town it is advisable, payments may be made directly to

Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

4.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

4.6. Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for Work performed.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, without limitation, all of Contractor's applicable licenses issued by the Arizona Registrar of Contractors. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set

forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

9. Work Standards, Warranties and Correction of Work. All materials and other items incorporated into the Work shall be new, and all Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans, specifications, schedules, Contract Documents and all other terms and conditions of the Contract.

9.1 Express Warranties. Within fourteen (14) days of the completion of the Work (or at such earlier time as requested by Town), Contractor shall execute and deliver to Town all warranties regarding the Work required by the Project plans and specifications. These warranties shall be in form and content satisfactory to Town, and any other person reasonably requested by Town, or Town's lender(s).

9.2 Standard Warranty. In the absence of any requirement for warranties in the Project specifications, Contractor hereby warrants that the Work shall be free of any defects in quality or workmanship for a period of two (2) years after the date of completion and acceptance of the Project by Town.

9.3 Correction of Work. The Contractor shall promptly correct Work rejected by the Project Engineer, Project Manager, or Town as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of (two) 2 years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, Town may correct it and the Contractor shall reimburse Town for the cost of correction.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do

business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with

respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations

by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

12.7. Upon any termination of the Contract, no further payments shall be due from Town to Contractor unless and until Contractor has delivered to Town any and all documentation required to be maintained by Contractor or provided by Contractor to Town.

12.8. Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or loses.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work

as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:           Town of Fountain Hills  
                                  16705 East Avenue of the Fountains  
                                  Fountain Hills, Arizona 85268  
                                  Attn: Grady E. Miller, Town Manager

With copy to: Town of Fountain Hills  
4711 East Falcon Drive, Suite 111  
Mesa, Arizona 85215  
Attn: Aaron D. Arnson, Town Attorney

If to Contractor: Stormwater Plans, LLC  
dba SWP Contracting & Paving,  
5624 North 54<sup>th</sup> Avenue  
Glendale, Arizona 85301  
Attn: Shauvick "Bobby" Lall, P.E., General Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration

of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Contractor's SOQ, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

13.22 Special Provisions. The Contract created by this request and the resulting request for qualifications will automatically renew for up to four successive one-year terms, unless the Vendor notifies the Town in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the Vendor notifies the Town in writing of any rate increase and the Town approves the increase with an authorized signature, prior to the end of the then-current term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
Grady E. Miller, Town Manager

ATTEST:

  
Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

  
Aaron D. Arnson, Town Attorney

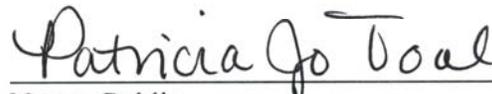
(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On March 26, 2019, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



(Affix notary seal here)

  
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]



EXHIBIT A  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
STORMWATER PLANS, LLC,  
DBA SWP CONTRACTING & PAVING

[SOQ]

See following pages.



5624 N. 54th Avenue | Glendale, AZ 85301 | 623.544.7305

## A. GENERAL INFORMATION - COVER LETTER

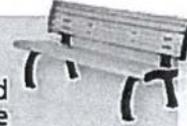
January 7, 2019

Town Clerk  
16705 E. Ave. of the Fountains  
Fountain Hills, Arizona 85268

RE: Town of Fountain Hills General Construction Services Solicitation  
Number CS2019-006

Members of the Selection Committee:  
Stormwater Plans, LLC dba SWP Contracting & Paving (SWP) is pleased to present the Town of Fountain Hills with our Statement of Qualifications to provide General Constructing Services for Horizontal Construction of town-owned facilities. Enclosed please find our comprehensive approach to managing and ensuring high quality task order delivery for the Town.

### Add Bench Strength to your Pool of Contractors



We are submitting our qualifications to be considered for vertical and horizontal JOC projects for the Town of Fountain Hills. We differentiate from our competitors by offer engineering, vertical and horizontal construction in addition to many in-house services. Bringing these resources under one company, allows us to meet our clients needs without relying on outside vendors and their competing schedules. Selecting SWP Contracting and Paving adds bench strength to your available resources and brings value to the Town and its constituents.



### A Culture of Safety

Our industry-leading EMOD safety rating of .73 (industry average is 1.0) is a testament to the value we place on the well-being of our employees, those who work with us, and the communities in which we work and live.

The SWP Team Differentiates from the competition with:

- **Vertical and Horizontal Experience** - This proposal illustrates our experience with buildings, paving, concrete, federally-funded projects, ADOT and work with private developers. In addition, we bring a wealth of supplemental resource departments to provide in-house resources/solutions for our clients such as pavement striping and marking, signage and wayfinding, SWPPP/dust control and engineering. See page 10 for an overview of our service offerings.
- **A Depth and Breadth of Job Order Contracting Experience** - Our extensive experience serving municipal clients (currently servicing 18 contracts using Job Order Contracting) has led to a clear understanding of the process and the resources needed to exceed expectations for the Town of Fountain Hills.

With over a decade of experience, SWP offers a thorough understanding of the scopes of work and the unique challenges of safety and efficiently performing this work while coordinating with the public, residents and local businesses. We look forward to the next step in the selection process, to introduce you to our team, and discuss our past performance with similar scopes of work.

SWP acknowledges Questions and Answers posted on the Town website 1/2/2019.

Sincerely,

Shauvick "Bobby" Lall, PE, General Manager  
Stormwater Plans, LLC dba SWP Contracting & Paving  
Cell: 623.203.7643



SWP Experience Pictured on the Cover page (L-R)

- Pinal County Pavement Preservation
- ADOT Midway Road Paving Crew
- Lake Mary Road Paving
- Minnezona Child Care Facility Improvements

## A. GENERAL INFORMATION

### A. 2. VENDOR IDENTIFICATION INFORMATION

Legal Name: Stormwater Plans, LLC dba  
SWP Contracting and Paving  
Address: 5624 N. 54th Avenue Glendale, AZ 85301  
ID Number: Federal ID # 20-2882277  
Legal Form: Limited Liability Company

### A. 3. VENDOR'S PRINCIPAL OFFICE

5624 N. 54th Avenue Glendale, AZ 85301 (Satellite offices in  
Phoenix, Tucson & Yuma)

### A. 4. GENERAL DESCRIPTION

Stormwater Plans, LLC dba **SWP Contracting & Paving (SWP)** is a full service, local and civil contracting firm specializing in small to medium sized maintenance projects for municipal clients. Initially started as a civil consulting firm in 2005, SWP has evolved from a specialty storm water designer to a general contractor with a renewed focus on horizontal civil projects. We perform new construction maintenance and repair for paving, concrete, earthwork (parks, lake edge repair, basin and drainage improvements, landscaping) and other small municipal projects.

#### OUR JOC EXPERIENCE

SWP specializes in Job Order Contracting (JOC) and Alternative Project Delivery Methods (APDM). We offer clients a variety of alternative delivery methods, including: Job Order Contracting (JOC), Indefinite Delivery / Indefinite Quantity (IDIQ), Multiple Award Task Order Contract (MATOC), Basic Ordering Agreement (BOA), Construction Manager at Risk (CMAR) and Design-Build (DB) with complete pre-construction services.

#### *Experience with the JOC Process:*

SWP has been performing JOC and similar MATOC and IDIQ contracts for local, state and federal government entities for nearly a decade:

- 18 master Job Order Contracts in-force
- 50+ task orders executed
- SWP maintains crews, equipment and resources for a \$45 million JOC capacity

### A. 5. CONTRACT INFORMATION

SWP Contracting & Paving has not had any contracts or subcontracts terminated since its inception.

### A. 6. CLAIM INFORMATION

SWP Contracting & Paving has not had any claims that resulted in litigation or arbitration since its inception.

### A. 7. DEBARMENT INFORMATION

SWP Contracting & Paving has not been debarred by any federal, state, or local government entity since its inception.

### A. 8. VENDOR INFORMATION FORM

(located in the Appendix)



#### Proximity to Fountain Hills

SWP's main office is in Glendale with a satellite office in Phoenix.

#### The SWP Difference

*In-House capabilities differentiate SWP: to address the shortage of specialty subcontractors, SWP made the investment to bring these services in-house to meet our clients needs and schedules.*

#### *Resources include:*

- In-house project engineering capabilities
- In-house ATSSA certified Traffic Control Technicians and Supervisors, capable of reviewing and managing the maintenance of traffic (MOT) and project-specific traffic control.
- In-house Storm Water Pollution Prevention Planning (SWPPP)
- In-house Bio-Wattle design and manufacturing
- Paving and maintenance crews
- Concrete crews



	Scope of Work identified on Page ii of the RSOQ	Self-Perform	Sub-contract
a	Buildings & improvements		X
b	Slabs/foundations	X	
c	Walls/flooring/roofing		X
d	Debris	X	
e	Doors/windows		X
f	Canopies/shades	X	
g	Ramps	X	
h	Steps	X	
i	Fences/gates	X	
j	Playground equipment and surfaces	X	
k	Sport fields, turf, bleachers and structures	X	
l	Plumbing/sprinklers		X
m	Lighting		X
n	All wiring, plumbing, conduit		X
o	Fixtures and equipment	X	
p	Park benches, ramadas and picnic tables	X	
q	Other construction-related projects and materials as needed	X	X

**Additional Scopes of Work Performed by SWP for the Town of Fountain Hills**

Canopies | Community parks  
Curb & gutter | Dam repair  
Disc golf parks | Dog parks  
Dry utilities | Interpretive signage | Lakes | Picnic/ramada areas | Plaza | Round-a-bouts  
Sidewalks | Skate parks  
Trails | Walking Tracks

**B. EXPERIENCE AND QUALIFICATIONS**

**B. 1. EXPERIENCE PROVIDING SIMILAR SERVICES**

We perform new construction maintenance and repair for buildings, paving, concrete, earthwork (parks, lake edge repair, basin and drainage improvements, landscaping) and other small municipal projects as a main line of business.

The past performance examples on the following pages illustrate our experience with:

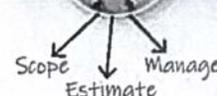
- ADOT projects
- Basins
- Buildings (remodels)
- Culverts
- Federally-funded projects
- Guardrail
- Parking lots
- Playgrounds
- Rip rap
- Roadwork
  - New Pavement
  - Pavement maintenance
  - Pavement repair
- Sidewalk, curb and gutter
- Signage
- Striping
- Working in and around neighborhoods

**Performance Example**

For our Pinal County JOC, SWP has kept the same management team, Anthony Heim, Project Manager, in place to provide on-call/quick response for the client. Anthony provides turn-key services by scoping, estimating and managing the projects. During the last procurement of the Pinal County JOCs (Summer 2018), SWP's past performance was reflected as the top scoring respondent for both the Pavement and Civil Solicitations.



Reddington Road, Pinal County



**B. EXPERIENCE AND QUALIFICATIONS**  
**B. 2. SIMILAR COMPLETED PROJECTS**



**Pavement Preservation and Repair JOC - Pinal County**

**Description**  
Miscellaneous roadway construction and repair services including chip, crack, slurry, micro and fog seal. Work includes: pavement preservation, soil stabilization for roadway subgrade and shoulders, construction of new asphalt concrete pavement, roadway removal and replacement of repairs and surfacing materials, installation of pavement markings, and construction of improvements for low volume roads, parking lots and driveways. **Pre-construction services include: survey, constructability analysis, value engineering, cost estimates, CPM schedules, public relations and job safety hazard analysis.**

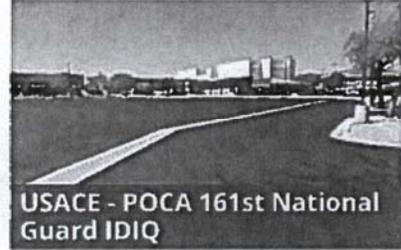
Company	Pinal County
Contact Name Address, Telephone, Email	Joe Ramirez 12725 E Adamsville Rd Florence, AZ 85132 520.866.6515 joe.ramirez@ pinalcountyz.gov
Services Provided	Job Order Contractor
Contract Dates	7/15/2016 6/30/2018/ 6/30/2019 (renewal)



**Tonto National Forest Road Maintenance IDIQ - USDA Forest Service**

**Description**  
Road maintenance series for all ranger districts on the Tonto National Forest for a five- year period. Asphalt pavement maintenance, ditch cleaning, hauling of excavated material, repair of damaged culvert ends, removal of brush, hazard and obstruction removal, surface blading maintenance, roadway surface stabilization, roadway spot surfacing, drainage structure installation, vegetation maintenance, cattle guards, traffic gates, earth berms and guardrails, sign installation and maintenance and tree removal. **SWP introduced the "T-Top" large asphalt crack repair process to the TNF to fix large cracks increasing lifetime of the roads and parking lots and reduces repair costs.**

Company	Tonto National Forest Service Salt River Recreation Area
Contact Name Address, Telephone, Email	Lonny Rollins, PE 2324 E. McDowell Phoenix, AZ 85006 P: 602-225-5323 Lrollins@fs.fed.us
Services Provided	IDIQ Task Order Performance
Contract Dates	6/30/2019/ 6/30/2019



**USACE - POCA 161st National Guard IDIQ**

**Description**  
SWP is providing site survey and work plans, for maintenance, repair and rehabilitation services on Government installations and facilities. The scope of work includes: grading and earthwork, surface and subsurface storm drainage and drainage control structures, storm water management, erosion and sediment control, clearing and grubbing, paving and surfacing for roads, parking areas and sidewalks, parking layout, pavement markings, traffic control and signage, gates and fencing, curbs and gutters, slope stabilization, trenching, bridges, spill containment berms, demolition, and airfield runways and taxiways.

Company	USACE
Contact Name Address, Telephone, Email	Jeff Owens 3636 North Central Ave., Suite 500 Phoenix, AZ 85012 602.230.6856 Jeffrey.W.Owens@ usace.army.mil
Services Provided	IDIQ Task Order Performance
Contract Dates	10/15/2016 12/31/2016

## B. EXPERIENCE AND QUALIFICATIONS



**Santa Catalina Ranger Station Office/Restroom Remodel, Pima County, AZ**

### Description

SWP completed the remodel of the ranger station office and restroom at the busy Sabino Canyon Trailhead in Pima County. Work activities included demolition/clearing of the existing restroom and kitchen components, all electrical wiring, HVAC, plumbing, flooring, concrete slabs, septic tank, and fence removal. New construction included reinforced footers for header vertical supports, concrete patching and replacement of the floor slab in the restroom, kitchen, adjacent hallway and the storage closet. Aggregate placement and compaction occurred under all new concrete floors. Framing of walls and ceiling with standard steel stud construction. New doors and hardware, waterline plumbing, sanitary waste and vent plumbing, sanitary sewer, electrical work, kitchen cabinets and countertops, restroom components and accessories.

SWP provided design and engineering calculations for the material and size of the headers and vertical supports over the kitchen and restroom openings.

Company	US Forest Service
Contact Name	Brendell Gallegos
Address,	333 Broadway Blvd. SE
Telephone,	Albuquerque, NM 87102
Email	505-842-3340 bgallegos@fs.fed.us
Services Provided	General Contractor
Contract Dates	7/21/2017 - 01/06/2018



**Air National Guard Building 5 Renovation Pima County, AZ**

### Description

Demolition of interior wood framed walls, millwork in designated areas and CMU walls. Removal of ceiling lights and audio, ceiling tile and grid, HVAC supply and return trim grills and cap off ends, existing carpet, VCT flooring, unnecessary electrical lighting above ceiling and make ready for new service, all fire alarm, smoke detectors and strobes, sand and prep floor for new carpet and demolition for construction of ADA accessible concrete ramp.

New construction included framed interior partition walls, door frames, retexture of all interior drywall, paint, ceiling grid, acoustical ceiling tiles, carpet, LED lights, communications patch panel and all communications required for existing work stations, electrical panel and feeders to work in conjunction with existing electrical panels, fire alarm (smoke detectors and strobes) system, fire suppression sprinkler heads, new supply (31) and return (16) grills connecting to existing HVAC with new flex duct and connectors. Infrastructure for future accommodations included electrical outlets, phone and data to accommodate 48 workstations and computers.

Company	USACE Air National Guard
Contact Name	George Ballesteros
Address,	6620 S. Air Guard Way
Telephone,	Tucson, AZ 85706
Email	P: 520.295.6543 george.f.ballesteros.mil@mail.mil
Services Provided	General Contractor
Contract Dates	9/26/2018 - 4/30/2019



**Minnezona Expansion Litchfield Park, AZ**

### Description

The scope of work for the expansion to the Minnezona Child Care Playground Renovation project and multi-purpose room included new playground equipment, lined sandbox, lighted sand volleyball court, lighted basketball court, artificial turf throughout, shade structures, 3 hole miniature golf course, latching gates, ADA compliance, new pool upgrades with landscaped island and new irrigation system. The State was facing a labor and material shortage which put the project schedule at nine months. SWP used in-house labor and performed the work in two months.

- Recreation Features**
- Park setting
  - Lighting
  - Athletic courts
  - Gates

**B. EXPERIENCE AND QUALIFICATIONS**  
**B. 2. SIMILAR COMPLETED PROJECTS (CONCRETE)**



**Katherine Landing Access  
Road Bullhead City, AZ**

**Description**  
Katherine Access Road serves as the main roadway into the Katherine Access Marina. Scope of work for this project included widening the roadway template, new drainage structures, improved pullouts adjacent to the roadway, paved entrance parking area, resurfacing the existing Marina area parking lots and boat launch and the entrance station. The project also included new signage and safety improvements along the route.



**Lake Mary Rd Improvements  
Clints Well, AZ**

**Description**  
This project included 7.5 miles of road improvements including shoulder widening, pulverizing of pavement and removal of the Willow Creek Bridge deck and replacing it with a widened bridge deck on the existing substructure. There were culvert pipe extensions to accommodate the shoulder widening and one large box culvert replacement. The project includes new guardrail approaches, final signing and striping.



**Ash Canyon Crossing  
Sierra Vista, AZ**

**Description**  
This project included drainage repairs and improvements to a particular area that had 4 pipe culverts underneath the roadway which would frequently overtop during large storm events and cause further erosion. As part of this project, SWP built a temporary detour for traffic and removed and replaced the pipe culverts with a pre-cast concrete 2-barrel box culvert.



**Concrete Features:**

- 124'x8'x4' reinforced concrete box culvert
- 8,000 ft of curb and gutter



**Concrete Features:**

- New box culvert
- 4 box culvert extensions



**Concrete Features:**

- Replaced 4 pipe culverts with concrete box culvert

Company	FHWA
Contact Name Address, Telephone, Email	Curtis Scott, 12300 West Dakota Avenue Suite 390 Lakewood, CO 80228 720.963.3558 @fhwa.dot.gov
Services Provided	General Construction Services
Contract Dates	12/11/2015 9/16/2016

Company	FHWA
Contact Name Address, Telephone, Email	Joe Wilson 12300 Dakota Ave., Lakewood, CO 80228 720.963.3500 joe.wilson@dot. gov
Services Provided	General Construction Services
Contract Dates	4/11/2017 10/26/2017

Company	FHWA
Contact Name Address, Telephone, Email	Curtis Scott, 12300 West Dakota Avenue Suite 390 Lakewood, CO 80228 720.963.3558 @fhwa.dot.gov
Services Provided	General Construction Services
Contract Dates	7/14/2015 12/11/2015

**B. EXPERIENCE AND QUALIFICATIONS**  
**B. 2. SIMILAR COMPLETED PROJECTS**



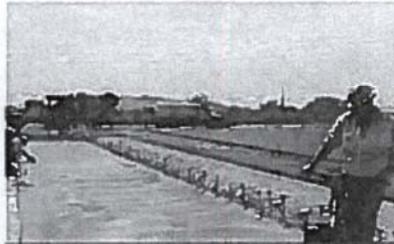
**Parkway Subdivision  
Pavement Preservation -  
City of Somerton**

**Description**

The City of Somerton was able to obtain a Community Development Block Grant (CDBG) for improvement funds for their city. CDBG funds are distributed to state and local governments according to their population size, poverty level and key housing variables to help communities address a wide range of development needs.

The City replaced asphalt within the Parkway Subdivision along 5 residential streets. Included with the pavement replacement were new sewer lines and updated sidewalks with ADA ramps.

Company	City of Somerton
Contact Name Address, Telephone, Email	Sam Fisher, Public Work Director  928.722.7371 sampalacios@ somertonaz.gov
Services Provided	General Contractor
Contract Dates	4/2/2018 8/27/2018



**PSTA Drivers Training Track  
Tucson, AZ**

**Description**

This project improved the training track by removing and replacing the asphalt concrete (AC) including a heavy duty pavement section, extension of the concrete skid pad, drainage improvements, utility improvements, shade structures, guardrail, striping and signing and curbing around the asphalt paving.

Company	City of Tucson
Contact Name Address, Telephone, Email	Art Villegas 4004 S. Park Avenue Tucson, AZ 85714 520.791.5111 Art.Villegas@ tucsonaz.gov
Services Provided	General Construction Services
Contract Dates	3/27/2018



**Avenue D and Salinity Canal  
Box Culvert - Bureau of  
Reclamation**

**Description**

This project replaced the Avenue D Bridge over the Salinity Canal along the Salinity Canal Levee Road. SWP was tasked with the rough grading of the roadway alignment, placement of ABC, fine grading and AC placement extending from the far edge of the new box structure across the levee and associated abandoned railroad track to tie into the existing alignment of Avenue D. Guardrail and roadway markings were subsequently placed to finish the project and open the crossing back up for the residents in the nearby Cocopah Indian Reservation Community.

Company	Bureau of Reclamation
Contact Name Address, Telephone, Email	Ithiel Torres 928.343.8283
Services Provided	Subcontractor
Contract Dates	1/26/2018 4/13/2018

**SELF-PERFORMING CAPABILITIES**

As a company, SWP self-performs 70+% of the scope for all projects (and just under 80% for civil infrastructure construction) on average. While the scopes for any JOC task orders may vary, SWP will ensure that we perform a MINIMUM of 51% of the work with our own forces and it is our intention to fall within the range of 70-80% for self-performance.



### B. 3 LICENSE INFORMATION

Arizona Registrar of Contractors Licenses held by Stormwater Plans, LLC dba SWP Contracting & Paving

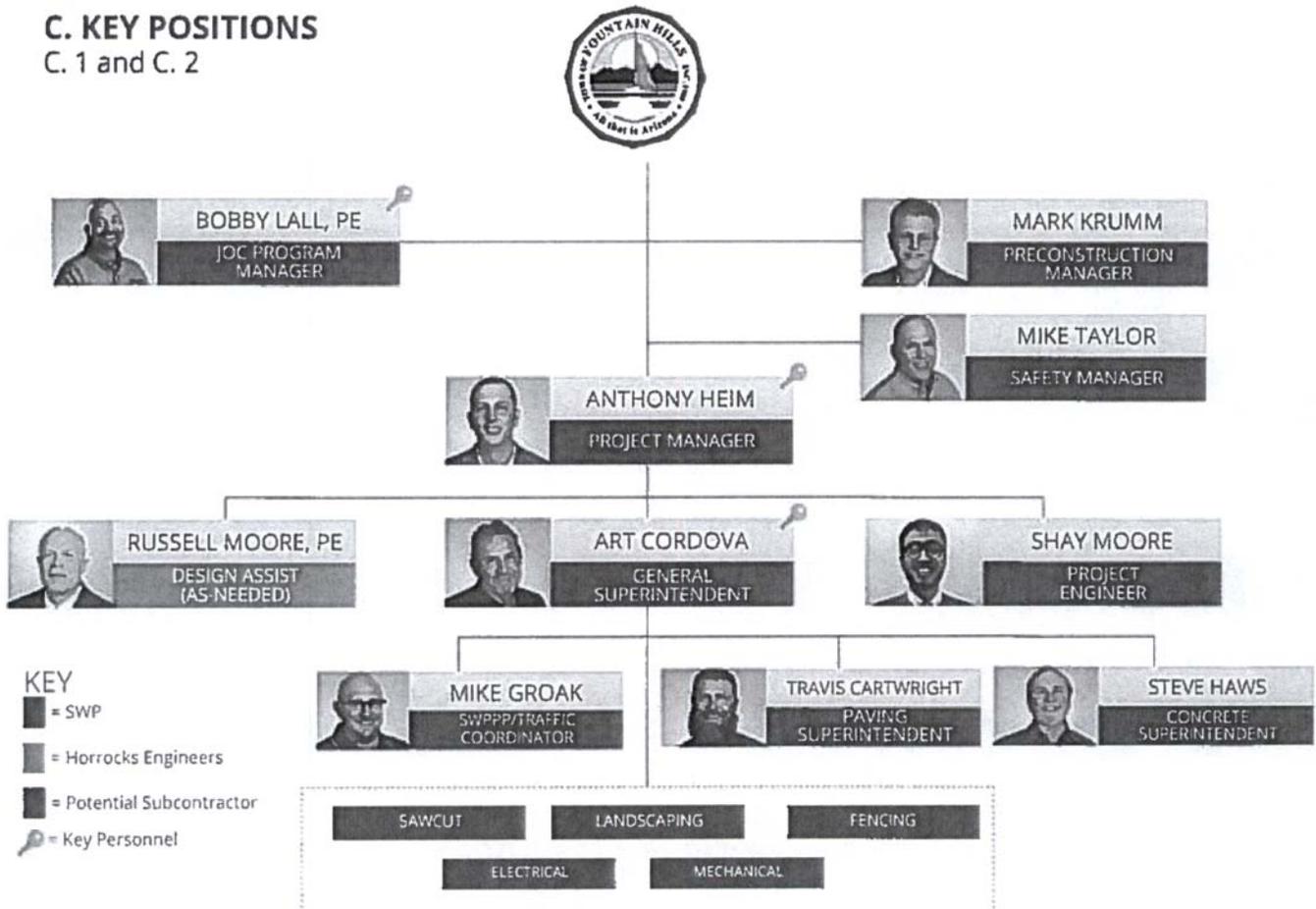
License Number	Classification	Issuance Date	Renewed Through
AZ ROC A-278458	Class A - General Engineering	5/31/2012	5/31/2020
AZ ROC KE-254724	Class KE - Stormwater Pollution and Track Out Prevention	5/27/2009	5/31/20219

### B. 4 TOWN'S INVESTIGATION

SWP Contracting & Paving authorizes the Town's representatives to verify all information on the project references and releases those concerned from any liability in connection with the information they provide.

### C. KEY POSITIONS

C. 1 and C. 2



### BALANCING WORKS LOADS

Our proposed team understands that as a Job Order Contractor, it is our responsibility to be able to adjust to the peaks and valleys of work volume. We are well suited to handle this challenge as we have the resources to draw skilled crews and staff as necessary to manage a large volume of work. We also have local projects for our core JOC crew to keep them busy on an interim basis until additional task orders are issued.



**Bobby Lall, PE**  
**JOC Program Manager**  
Time with Firm  
13 years with SWP  
18 years in Industry

**Education**  
BS, Civil Engineering, Walla Walla University

Bobby is an experienced JOC program manager, responsible for every aspect of construction related to transportation projects. Bobby oversees; constructability reviews, fee negotiations, evaluation of value engineering opportunities, partnering, design, management, change orders, project coordination, scheduling, quality control and assurance and office and staff management. Bobby will ensure resources are allocated for each task order.



**Anthony Heim**  
**Project Manager**  
Time with Firm  
11 years in Industry  
**Education**  
BS, Civil Engineering  
University of Arizona

Anthony brings 11 years of progressive experience in the construction industry, serving as a Project Engineer, Project Estimator, and Project Manager throughout the state of Arizona. His project responsibilities include developing, estimating, and constructing civil work across both private and public sectors. Anthony is skilled at: utilizing clear and timely communication protocols with owners and stakeholders; managing project schedules; coordinating resource allocation, quality control, and safety with project superintendents; and managing multiple projects simultaneously.



**Art Cordova**  
**General Superintendent**  
Art brings over 30 years of construction experience. His industry experience has progressed from the role of haul driver to foreman to superintendent,

leading crews in complex multi-million dollar capital improvement projects across the state of Arizona. Art is responsible for quality control, safety on the job site and scheduling personnel and materials while in the field. He oversees all crews and subcontractors to maintain scheduling goals. Art achieves project targets by ensuring his crews understand their responsibilities and operate efficiently. Art leads by example and with vast knowledge of every piece of equipment, trains crews how to do it right the first time.



**Mark Krumm**  
**Pre-construction Manager**  
Time with Firm  
5 years with SWP  
31 years in Industry

Mark concentrates on cost estimating and civil construction management. He has extensive experience on asphalt paving, earthwork, structural concrete, bridges, PCP sound walls, drainage and utilities projects. Mark has served as Project Manager and Senior Estimator, leading all Pre-construction Services including permitting, site logistics, bid documents, cost estimating and GMP development. As Pre-construction Manager, Mark will be responsible for assumptions, quantity take-offs and detailed breakdowns of all materials, labor and equipment.



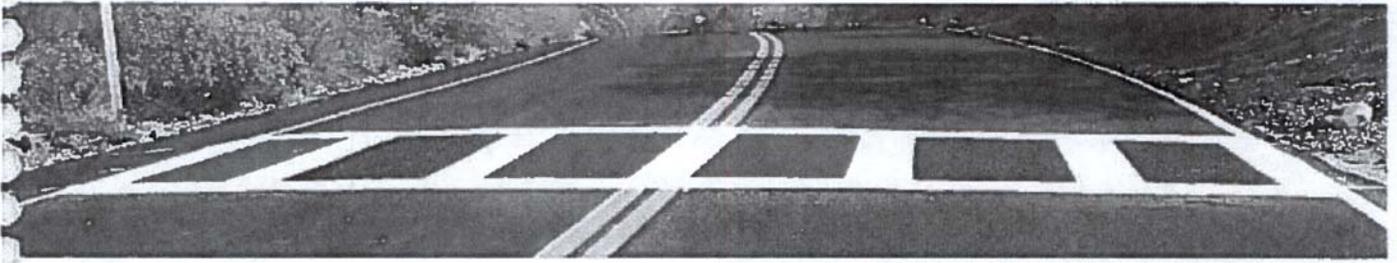
**Steve Haws**  
**Concrete Superintendent**  
Steve works closely with all members of the project team and supervise all aspects of concrete supervision. He tracks labor hours, concrete poured, equipment/form-work rentals, layout and quality control. Steve interacts with field and project management team to address cost and/or schedule concerns. He has worked on all types of concrete work including box culverts, bridges, retaining walls, drainage structures, sidewalk, curb and gutter.



**Travis Cartwright**  
**Paving Superintendent**  
Travis brings over 15 years of experience throughout a variety of fields within the civil roadway construction industry. He gained valuable experience in all aspects of construction as he rose through the ranks from a flagger to traffic control foreman, to superintendent. Travis' experience offers the benefits of strong working relationships with subcontractors and suppliers throughout the area.



**Mike Groak**  
**SWPPP/Traffic Control Coordinator**  
Mike oversees the striping crew on a variety of tasks associated with the maintenance and installation of traffic stripes, pavement markings, pavement markers, traffic signs and traffic control related appurtenances. Mike demonstrates communication and time-management skills, the ability to both work on a team and serve as a leader, problem-solving capabilities and extensive knowledge of construction project administration.



PICTURED: TONTO NATIONAL FOREST CHOLLA BOAT RAM

## SWP JOC SERVICE CAPABILITIES

### Preconstruction Services

#### Estimating

SWP's estimating department includes a wealth of resources with seasoned estimators, take-off technicians and administrative staff.

#### Value Engineering/Constructability

The team has resources that include: cost estimating (cost model application, conceptual, rough order of magnitude), value engineering/constructability reviews, earthwork analysis, permitting and plan review, phasing and sequencing, scheduling and 3D visualization capabilities.

### Delivery in Different Environments

#### Emergency

With ample resources (local office, local employees, equipment and support departments) SWP can respond immediately to emergencies.

#### Repair

With a depth and breadth of services offered, SWP will schedule repairs at the convenience of the city.

#### Maintenance

Will work with maintenance department to schedule reoccurring activities to upkeep City-owned facilities.

#### Heavy Engineering

When complex assignments are given, SWP's estimating department has resources to analyze and make suggestions for value, ease of construction and schedule considerations.

#### Field Fit/Scoping Sessions

Formal plans are not always necessary. A field visit to scope the services needed.

#### Shelved Plans

We will work with you to revitalize shelved projects to quickly update budget and schedule.

#### Conceptual

Our visualization capabilities can bring your conceptual (drink napkin) to fruition and can course correct in the visual world.

### In-House Resources

#### Dedicated JOC Team

SWP JOC Team is currently managing 15 master JOC programs for federal and municipal clients.

#### Concrete and Curbing

Concrete crews for forming, compaction and finishing; curbing crews and 2 machines for parking lots, valley gutters, small curb and gutter and extruded curb.



#### Maintenance Crew

Crack seal, chip seal, seal coat, slurry seal, fog seal



#### Striping Crew

In-house striping capabilities with seasoned crew and 8 striping machines (paint and thermoplastic).

#### Storm Water Prevention Pollution Plans

Storm water plans, site plans, BMPs (manufacture - Bio-Wattle(c), installation and construction), maintenance and inspections.

#### Traffic Control

Complete traffic control services including ATSSA certified technicians and supervisors, company-owned construction signage, message boards, traffic control devices and temporary signals.



#### Survey

Construction staking and layout, company owned Trimble/Topcon GPS equipment and machine guidance control.



#### Equipment Transport

Our transport team includes DOT drivers, escorts and tractor and lowboy. This in-house capability means faster response times for mobilization at a lower cost to clients.

# APPENDIX A

## **ATTACHMENT 1: VENDOR INFORMATION FORM**

**TOWN OF FOUNTAIN HILLS  
COMMUNITY SERVICES DEPARTMENT  
CS2019-006**

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**IV. Vendor Information**

By submitting an SOQ, the submitting Vendor certifies that it has reviewed the entire RFQ, including Appendix 1 and Appendix 2, if awarded the Agreement, agrees to be bound by all terms and conditions contained therein.

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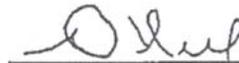
Stormwater Plans, LLC dba SWP  
Contracting & Paving

20-2882277

VENDOR SUBMITTING SOQ

FEDERAL TAX ID NUMBER

Shauvick "Bobby" Lall, PE, General Manager



PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

5624 N. 54th Ave.

623.544.7305

623.544.5261

ADDRESS

TELEPHONE

FAX #

Glendale, Arizona 85301

1/3/2019

CITY STATE ZIP

DATE

WEB SITE: www.swpcontracting.com

E-MAIL ADDRESS: bobbyl@swpcontracting.com

ROC License Numbers and Classifications: AZ ROC 278458

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SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

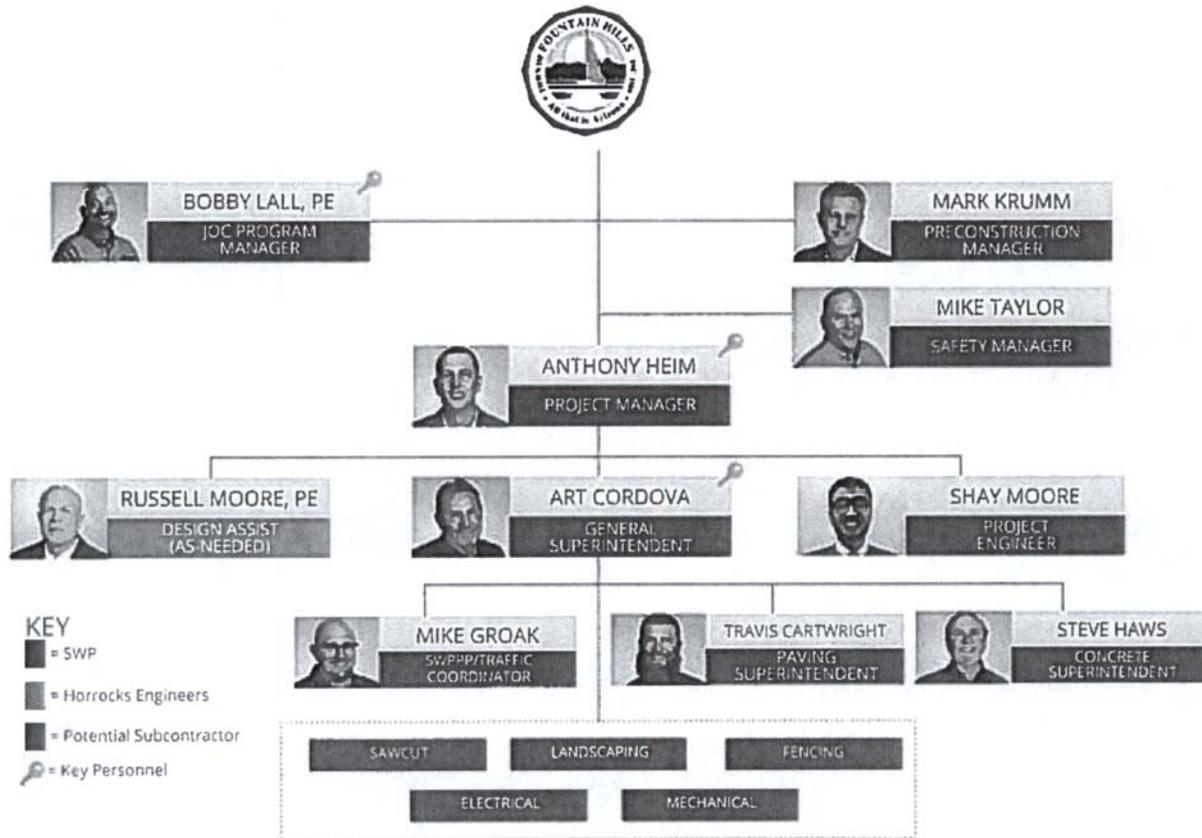
Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.

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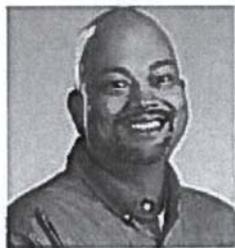
# APPENDIX B

## RESUMES

TOWN OF FOUNTAIN HILLS  
General Construction Services



**TEAM PROFILES**



**BOBBY LALL, PE**  
Project Director  
Years of Experience 18  
Years with SWP 13

**Education**  
MBA, University of Phoenix

BS, Civil Engineering,  
Walla Walla University

**Licenses**  
42747 - Professional Engineer, AZ

ISO 9001 - Lead Auditor  
Certification - RABQSA

Erosion and Sediment Control  
CPESC certificate #2831

Certified Erosion, Sediment, and  
Storm Water Inspector CESSWI  
certificate #1033

ATTSA Traffic Control Technician

AGC 16-hr Erosion Control  
Coordinator

Bobby will serve as the Project Director, he has executive-level authority to provide project oversight and ensure the CMAR team is equipped with all necessary resources. He has demonstrated outstanding performance in project oversight roles; his oversight results in projects that complete on time, within budget and exceed customer expectation.

Bobby is an experienced project manager with 18 years of progressive construction experience. He has been responsible for every aspect of construction related to transportation projects, including constructibility reviews, fee negotiations, evaluation of value engineering opportunities, partnering, design, management, change orders, project coordination, scheduling, quality control and assurance and office and staff management.



**ANTHONY HEIM**  
Project Manager  
Years of Experience 11  
Years with SWP 2

**Education**  
BS Civil Engineering,  
University of Arizona

**Certifications**  
OSHA 10-Hour  
Confined Space  
CPR & First Aid  
Comprehensive Dust Control  
Erosion Control Coordinator  
ATSSA Traffic Control Supervisor



**Experience**

Peoria Park and Ride CMAR  
Valley Metro Rail - \$1.2M  
Role: Estimator  
New 81 space parking lot with connection to transit facility. See page 3 for full project description.

161st Pavement Preservation and Curb Renovation Task Order  
USACE/Air National Guard  
Role: Project Manager  
Crack seal, fog seal, and re-stripe for roads and parking lots and repair base-wide curbing.

Drivers Training Track Paving Replacement  
City of Tucson - \$2.8M  
Role: Project Manager  
Reconstruction of a training lot for the City's police and fire departments. Includes demolition of curb and gutter, milling, paving, subgrade, striping and signing, and new concrete curb.

Taxiway Reconstruction CMAR  
Tucson Airport Authority - \$2M  
Role: Project Engineer  
Milling, paving and electrical improvements to various taxiways.

Reconstruct Runway 3/21 CMAR  
Tucson Airport Authority - \$6.5M  
Role: Project Engineer  
Milling, crack sealing and paving including drainage, electric, striping, and runway grooving.

Columbus Wash CMAR  
City of Tucson, AZ - \$8.5M  
Role: Project Engineer  
Roadway reconstruction and storm drain improvements with pre-cast box culverts.

Modern Streetcar CMAR  
City of Tucson, AZ - \$6M  
Role: Project Engineer  
New rail line including wet and dry utilities, embedded rail, concrete structures, flatwork, paving, electrical, overhead catenary.



**RUSSELL MOORE, PE**  
Preconstruction Manager  
Years of Experience 36  
Years with SWP 2

**Education**  
MBA, University of Phoenix

BS Civil Engineering,  
University of Alaska

**License**  
Professional Engineer,  
Arizona, 24421

**Experience**

Peoria Park and Ride CMAR  
Valley Metro Rail - \$1.2M  
Role: Project Manager/Designer  
New 81 space parking lot with connection to transit facility. See page 3 for full project description.

Stockyards Parking Relocation and Drainage Improvements CMAR  
Valley Metro Rail  
Role: Project Manager/Designer  
Relocated 17 parking spaces including ADA compliance, pervious concrete, drainage structures, signage, curb and gutter. SWP incorporated a low-height perimeter retaining wall south of the proposed parking area location to capture and store required onsite runoff within an unimproved area of the site.

Central Mesa Light Rail Transit Extension Design-Build  
Valley Metro Rail  
Role: Responsible for constructability and quality control reviews of site civil, urban city street, and underground utilities design and specifications for this \$111 million design-build construction project in downtown Mesa, Arizona.

Sumitomo Rubber Huntsville Proving Ground  
Sumitomo Rubber USA, \$2M  
Role: Project and Construction Manager for the final design and construction oversight of the milling and overlay of 25,000sy of asphalt paving and the removal and replacement of a water spreading system at this wet weather testing facility.



**ART CORDOVA**  
Superintendent  
Years of Experience 45  
Years with SWP 5

**Certifications**

AGC Supervisor Training  
Maricopa Tech College, AZ -  
Operating Engineers  
Change Orders & Contract  
Negotiations  
Dust Management  
Certified Hazardous Materials  
Cost Estimate & Bid Proposal  
Development  
Investigate Damage, Accidents &  
Delays

**Experience**

Salt River Recreation Area Visitor  
Parking Lot Repair Program  
Tonto National Forest - \$1M  
Role: Superintendent  
3 road and 6 parking lot upgrades -  
see page 5 for a full description.

Katherine Landing Access Road and  
Parking Lots  
FHWA - \$11M  
Role: Superintendent  
Marina entrance road and  
construction of 12 parking lots. See  
page 4 for a full description.

**Pinal County Pavement  
Preservation JOC**

Miscellaneous construction and  
repair services including chip, crack,  
slurry, micro and fog seal.  
Role: Supervisor  
• Reddington Road Chip Sea \$319k  
• Sunland Gin Road/Aries Drive  
Chip Seal - \$365k  
• Ralston Road Fog Seal - \$23k  
• San Tan Community Roads Fog  
Seal - \$44k

**Manhattan Main St. Design-Build  
FHWA - \$2.5M**

Role: Superintendent  
1-mile road reconstruction, major  
project activities included grading,  
aggregate base course, asphaltic  
concrete (warm mix), erosion and  
sedimentation control, signing and  
striping.

**SR Loop 303, US60 - Happy Valley  
Parkway Design-Build**

ADOT - \$300k  
Role: Design and constructibility  
review, QC/QM plan, oversight of  
PCCP placement and inspection.

**Arizona Proving Grounds Basin  
Maintenance**

Ford Motor Company - \$309k  
Role: Superintendent  
Scarify basin bottoms and backfill  
rills, shoulders pulled adjacent to  
pavement areas, co-polymer soil  
binder was developed specifically for  
the project in an effort to minimize  
on-going maintenance efforts.



**SHAY MORE**  
Project Engineer  
Years of Experience 2  
Years with SWP 2

**Education**

MA, Arizona State University  
BS, Civil Engineering, Arizona State  
University

Shay plays an integral part in  
ensuring his assigned project stays  
on track. He generates schedules  
and budgets for construction  
activity, helps maintain proper  
scope, and he is adept at project  
engineer and cost analysis.



**TRAVIS CARTWRIGHT**  
Paving Superintendent  
Years of Experience 15  
Years with SWP 1

Travis brings over 15 years of  
experience throughout a variety  
of fields within the civil roadway  
construction industry. He gained  
valuable experience in all aspects of  
construction as he rose through the  
ranks from a flagger to traffic control  
foreman, to superintendent. His  
vast experience offers the benefits  
of strong working relationships  
with subcontractors and suppliers  
throughout the area.



**A Culture of Safety**

Our industry-leading EMOD  
safety rating of .73 (industry  
average is 1.0) is a testament  
to the value we place on the  
well-being of our employees,  
those who work with us, and the  
communities in which we work  
and live.

EXHIBIT B  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
STORMWATER PLANS, LLC,  
DBA SWP CONTRACTING & PAVING

[Scope of Work]

See following page(s).

Vendor may be asked to provide some or all of services of installation, demolition, removal and disposal of the following:

- a. Buildings & improvements
- b. Slabs/foundations
- c. Walls/flooring/roofing
- d. Debris
- e. Doors/windows
- f. Canopies/shades
- g. Ramps
- h. Steps
- i. Fences/gates
- j. Playground equipment and surfaces
- k. Sport fields, turf, bleachers and structures
- l. Plumbing/sprinklers
- m. Lighting
- n. All wiring, plumbing, conduit
- o. Fixtures and equipment
- p. Park benches, ramadas and picnic tables
- q. Other construction-related projects and materials as needed

EXHIBIT C  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
STORMWATER PLANS, LLC,  
DBA SWP CONTRACTING & PAVING

[Sample Job Order]



**CONTRACT PRICE FOR WORK:**

\_\_\_\_\_ The Fixed Price of \$ \_\_\_\_\_;  
or  
\_\_\_\_\_ Guaranteed Maximum Price/GMP (Open Book) of \$ \_\_\_\_\_.

**LIQUIDATED DAMAGES (IF ANY):** *[PM to Check any that apply]*

\_\_\_\_\_ Substantial Completion Amount \$ \_\_\_\_\_/day  
\_\_\_\_\_ Final Completion Amount \$ \_\_\_\_\_/day  
\_\_\_\_\_ Pursuant to MAG § 108.9

CONTRACTOR'S MARK-UP AND PROJECT SCHEDULE OF VALUES Attached Exhibit B

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY): Attached Exhibit C

UNIQUE PROJECT SPECIFIC CONDITIONS (IF ANY): Attached Exhibit D

LIST OF PROJECT PLANS AND SPECIFICATIONS (IF ANY): Attached Exhibit E

IN WITNESS WHEREOF, the parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

**"Town"**  
**TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ATTEST:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**"CONTRACTOR"**  
*[Name]*

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE/DURATION**

1. **Scope of Work:**

2. **Schedule:**

**EXHIBIT B – CONTRACTOR’S MARK-UP COEFFICIENTS AND PROJECT SCHEDULE OF VALUES**

*{To be provided by Contractor for each Job Order in the following form}*

**Self-Performed work (including any direct purchases or other miscellaneous costs to the JOC) – Mark-up**

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

**Subcontracted Work – Mark-up**

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

[continued on next page]

Project Schedule of Values  
(Sample)

1	GENERAL CONDITIONS		SUB-CONTRACTOR OR SUPPLIER
	PROJECT MANAGER ____ hours per week	\$0.00	
	FIELD SUPERVISION ____ hours per week	\$0.00	
	TEMPORARY FACILITIES (attach a list of specific cost breakdown)	\$0.00	
	SITE SAFETY	\$0.00	
	EQUIPMENT RENTAL (attach a list of specific cost breakdown)	\$0.00	
	PERMITS	\$0.00	
	<b>Sub Total-GENERAL CONDITIONS</b>	<b>\$0.00</b>	
	<b>SUB CONTRACTOR COSTS</b>		
2	SITE WORK	\$0.00	
3	CONCRETE	\$0.00	
4	MASONRY	\$0.00	
5	METALS	\$0.00	
6	WOOD & PLASTICS	\$0.00	
7	THERMAL & MOISTURE PROT.	\$0.00	
8	DOORS & WINDOWS	\$0.00	
9	FINISHES	\$0.00	
10	SPECIALTIES	\$0.00	
11	EQUIPMENT	\$0.00	
12	FURNISHINGS	\$0.00	
13	SPECIAL CONSTRUCTION	\$0.00	
14	CONVEYING SYSTEMS	\$0.00	
15	MECHANICAL	\$0.00	
16	ELECTRICAL	\$0.00	
	<b>Sub Total-SUB CONTRACTOR COSTS</b>	<b>\$0.00</b>	
	SCOPE OF SELF PERFORMED WORK: (describe)		
	LABOR COST for SELF-PERFORMED WORK:	\$0.00	
	MATERIALS COST for SELF-PERFORMED WORK:	\$0.00	
	OTHER MISC COSTS: (describe)		
		\$0.00	
		\$0.00	
	<b>Sub Total-SELF-PERFORMED WORK AND OTHER MISC COSTS</b>	<b>\$0.00</b>	
	ALLOWANCES OR CONTINGENCY AMOUNTS (PROVIDE LIST)	\$0.00	
	<b>GRAND TOTAL</b>	<b>\$0.00</b>	

**EXHIBIT C – UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)**

*{Provide any additional insurance requirements beyond the Standard Insurance Requirements, and/or bond requirements for the Project once approved by \_\_\_\_\_ to confirm adequate insurance and bond coverages for this Project}*

**EXHIBIT D – PROJECT SPECIFIC CONDITIONS**

*{To be completed by PM from the specific Project requirements and specifications}*

**EXHIBIT E – LIST OF PROJECT PLANS AND SPECIFICATIONS (IF ANY):**

*{To be completed by PM if applicable}*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2019

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

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

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

**COVERAGES**      **CERTIFICATE NUMBER:** 18-19 G/A/W/PL/CPL/XS      **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	MKLV5ENV101274	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractors Pollution Liability						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Professional Liability						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 <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Poll & Professional Liab \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	AS7-Z91-464891-028	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER:						PROPERTY DAMAGE (Per accident) \$
							Uninsured/Underinsured \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	MKLV5EUL101311	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED \$      RETENTION \$						
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WC2-Z91-464891-018	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	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)

Re: RFQ#2019-006C3, Construction Services; Where required by written contract, Certificate Holder, its agents, representatives, officers, directors and employees are Additional Insured's on the General Liability and Auto Liability policies, subject to the terms, conditions and limitations of said policies and the additional insured endorsement. General Liability and Auto coverages are Primary & Non-Contributory. Waiver of Subrogation applies to all policies where required by written contract, subject to the terms, conditions and limitations of said policies and the waiver of subrogation endorsement.

### CERTIFICATE HOLDER

Town of Fountain Hills  
16705 East Avenue,  
of the Fountains  
Fountain Hills AZ 85268

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*April Baies*

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## COMMENTS/REMARKS

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

RFQ2019-006C3



725 S. Figueroa Street, 19th Floor, Los Angeles, CA 90017  
office (213) 236-4500 | fax (213) 244-9655

10/30/2018

**CONFIRMATION OF COVERAGE # 5900457-01**

**INSURED:** Natives of Kodiak Inc  
2700 Gambell St, Suite 401  
Anchorage, AK 99503

**AGENT:** Marsh & McLennan Agency LLC  
1031 West Fourth Avenue, Suite 400  
Anchorage, AK 99501

Confirmation of Coverage is effective for 90 days from the effective date unless cancelled or replaced by the Policy.  
Policy is Effective from 11/01/2018 to 11/01/2019.

This is to certify that, in accordance with your instructions, we have procured insurance as hereinafter specified:

**CARRIER:** Evanston Insurance Company

**POLICY NO:** MKLV5ENV101274

Renewal of: 17PKGWE00828

**Coverage:** Commercial General Liability Occurrence (GL)  
Contractor s Pollution Liability Coverage Occurrence (CPL)  
Professional Liability Claims Made (E&O)

**Limits:** General Liability Limits  
Shared General Aggregate Limit (Other Than Products/Completed Operations) \$2,000,000  
Products/Completed Operations Aggregate Limit \$2,000,000  
Personal And Advertising Injury Limit \$1,000,000  
Each Occurrence Limit \$1,000,000  
Damage To Premises Rented To You Limit \$100,000  
Medical Expense Limit \$25,000

Contractors Pollution Liability Limits  
Coverage Form Aggregate Limit \$2,000,000  
Each Contractor's Pollution Condition Limit \$1,000,000  
Each Transportation Pollution Condition Limit \$1,000,000  
Each Non-Owned Disposal Site Pollution Condition Limit \$1,000,000  
Each Crisis Management And Emergency Response Limit Not Applicable  
Defense Expenses Aggregate Limit Not Applicable

Each PL Condition:  
Coverage Form Aggregate Limit \$2,000,000  
Each Claim Limit \$1,000,000

Coverage Form Aggregate Limit \$2,000,000

**S.I.R.:** GL: Refer To IL 12 01 11 85 MANUSCRIPT FORM H  
CPL (Each Pollution Condition) \$50,000  
PL (Each Claim) \$50,000



725 S. Figueroa Street, 19th Floor, Los Angeles, CA 90017  
office (213) 236-4500 | fax (213) 244-9655

**Terms / Exclusions:**

The following outlines our binder or the referenced account. Please read the proposed coverage terms carefully and advise if you would like a specimen. The policy will be issued on Evanston Insurance Company Paper (A.M. Best A XV rating).

Natives of Kodiak, Inc.  
2700 Gambell Street, Suite 401  
Anchorage, AK 99503

Named Insured(s): Refer To Attached Schedule of Named Insureds

POLICY PERIOD: 11/01/18 11/01/19 at 12:01 A.M. Standard Time at your mailing address shown above.

Policy Term: 12 Months

Retroactive Date:  
GL: N/A - Occurrence Coverage  
CPL: N/A - Occurrence Coverage  
E&O: Refer To MEEI 2546 11 17

TRIA Coverage Rejected

GL Premises: 2700 Gambell Street, Suite 401, Anchorage, AK 99503

Common Forms & Endorsements: (Applicable to all coverage parts)

- MJIL 1000 0810 Policy Jacket
- MDEI 2014 11 17 Environmental Package Policy Declarations
- MDIL 1001 0811 Schedule of Forms
- MDIL 1005 0814 Schedule of Named Insureds (Refer To Attached Schedule of Named Insureds)
- MEEI 0017 11 17 Common Policy Conditions
- MEEI 2215-A 11 17 Amended Cancellation Or Nonrenewal – Alaska Native Corporation
  - Cancellation For Non-Payment Of Premium: 20 Days Advance Notice
  - Cancellation For Any Other Reason: 90 Days Advance Notice
  - Nonrenewal: 90 Days Advance Notice
- MEEI 2219 11 17 Audit Rate
- MEEI 2220 11 17 Notice Of Cancellation To Scheduled Person Or Organization
  - Person Or Organization: Washington River Protection Solutions, LLC
  - Address: P.O. Box 850, Richland, WA 99352
  - Number Of Days Of Advance Notice: 30
- MEEI 2220 11 17 Notice Of Cancellation To Scheduled Person Or Organization
  - Person Or Organization: Naval Facilities Engineering Command (NAVFAC) Mid- Atlantic Public Works Department (PWD) – New London
  - Address: Box 26, Bldg. 135, Naval Submarine Base New London, Groton, CT 06349- 5026
  - Number Of Days Of Advance Notice: 30
- MEEI 2220-A 11 17 Notice Of Cancellation When Required By Written Contract – Alaska Native Corporation

**Natives of Kodiak, Inc.  
Schedule Of Named Insureds (2018 – 2019)**

**First Named Insured:**

Natives of Kodiak, Inc.

**Additional Named Insureds:**

Dust Technologies Int., LLC  
Environmental Assessment Services, LLC dba: EAS  
KOMAN Construction, LLC  
KOMAN Diversified Services, LLC  
KOMAN Government Solutions, LLC  
KOMAN Holdings, LLC  
KOMAN Integrated Solutions, LLC  
KOMAN, Inc.  
Maricopa Curb & Striping, Inc.  
Natives of Kodiak Shareholder Permanent Fund Trust  
Stormwater Plans, LLC dba: SWP Contracting & Paving  
VXM, Inc.

**Joint Ventures:**

EAFES, LLC  
EAS E&E JV, LLC  
EAS Stell JV, LLC  
H&S / Zapata JV, LLC  
KDJV, LLC  
KGS-Bay West 8(a) JV, LLC  
KGSNE JV, LLC  
KHJV, LLC

**Inactive Joint Ventures:**

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

**Inactive and Dissolved Named Insureds:**

H&S Environmental, Inc. (*dissolved*)  
KOMAN Engineers and Construction, LLC (*inactive*)  
KOMAN Tactical Innovations, LLC (*inactive*)  
KOMAN Technical Services, LLC (*inactive*)  
KUPOL, LLC (*inactive*)

**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
Any person(s) or organization(s) to whom the insured is required by written contract to provide additional insured status	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

POLICY NUMBER: MKLV5ENV101274

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) to whom the insured is required by written contract to provide additional insured status	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

POLICY NUMBER: MKLV5ENV101274

COMMERCIAL GENERAL LIABILITY  
CG 25 04 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED LOCATION(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Designated Location(s):** All Locations

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

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

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "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.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designated Construction Project(s):</b> All ongoing projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

## POLICY CHANGES

Policy Change  
Number B

POLICY NUMBER MKLV5ENV101274	POLICY CHANGES EFFECTIVE 11/01/2018	COMPANY EVANSTON INSURANCE COMPANY
NAMED INSURED NATIVES OF KODIAK, INC.		AUTHORIZED REPRESENTATIVE 210787 Worldwide Facilities, LLC 725 S. Figueroa Street, 19 <sup>th</sup> Floor Los Angeles, CA 90017
COVERAGE PARTS AFFECTED: COMMERCIAL GENERAL LIABILITY COVERAGE FORM CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM PROFESSIONAL LIABILITY COVERAGE FORM		
<b>CHANGES</b>		
<b>AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE – ALASKA NATIVE CORPORATION</b>		
<b>SCHEDULE</b>		
<div style="border: 1px solid black; padding: 5px;"> <p><b>Person Or Organization:</b> Any person or organization to whom the insured is required by written contract to provide Primary and Non-Contributory status under this insurance.</p> </div>		
<p>The following is added to the <b>Other Insurance CONDITION</b> of the Coverage Form(s) indicated above:</p> <p><b>Primary And Non-Contributory</b></p> <p>This insurance is primary to, and will not seek contribution from, any other insurance available to the Person Or Organization shown in the Schedule of this endorsement.</p> <p>All other terms and conditions remain unchanged.</p>		



KEVIN OH, SENIOR DIRECTOR  
MARKEL WEST INSURANCE SERVICES  
COUNTERSIGNATURE



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE FORM

Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section V – Conditions is replaced by the following:

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

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

However, we waive our rights of recovery against any person(s) or organization(s) to whom the insured agrees in a written contract signed by both parties to provide a waiver of transfer of rights of recovery with respect to "claims" that result from the rendering of or failure to render "professional services" under such contract(s). This waiver will not apply for losses resulting from the sole negligence of such person(s) or organization(s) described herein.

All other terms and conditions remain unchanged.

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

## POLICY CHANGES

Policy Change  
Number C

POLICY NUMBER  MKLV5ENV101274	POLICY CHANGES EFFECTIVE 11/01/2018	COMPANY  EVANSTON INSURANCE COMPANY
NAMED INSURED  NATIVES OF KODIAK, INC.		AUTHORIZED REPRESENTATIVE 210787 Worldwide Facilities, LLC 725 S. Figueroa Street, 19 <sup>th</sup> Floor Los Angeles, CA 90017
COVERAGE PARTS AFFECTED:  COMMERCIAL GENERAL LIABILITY COVERAGE FORM CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM		
<b>CHANGES</b>		
<p style="text-align: center;"><b>BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WRITTEN CONTRACT LIMITATION) – ALASKA NATIVE CORPORATION</b></p> <p>Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.</p> <p>The following is added to the <b>Transfer Of Rights Of Recovery Against Others To Us CONDITION</b> of the Coverage Form(s) indicated above:</p> <p>We waive our rights of recovery against any person(s) or organization(s) to whom the insured agrees in a written contract to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under such contract(s) and included in the "products-completed operations hazard" or the "completed operations" of "your work". This waiver will not apply to "occurrences" or "pollution conditions" resulting from the sole negligence of such person(s) or organization(s) described herein.</p> <p>All other terms and conditions remain unchanged.</p>		



**KEVIN OH, SENIOR DIRECTOR**  
**MARKEL WEST INSURANCE SERVICES**  
**COUNTERSIGNATURE**

**BUSINESS AUTO DECLARATIONS**



Issued by Liberty Insurance Corp.

Policy Number AS7-Z91-464891-028

Issuing Office 069S

Issue Date 11/13/2018

Account Number 9-464891

**RECEIVED**

**NOV 19 2018**

Marsh & McLennan Agency  
Anchorage, AK

**ITEM ONE - Named Insured and Mailing Address**

Natives of Kodiak Inc  
2700 Gambell St Ste 401  
Anchorage, AK 99503

Form of  
Business: Corporation

Business of the  
named insured is: Management Services

Policy Period: The policy period is from 11/01/2018 to 11/01/2019 12:01 A.M. standard time at the Insured's mailing address.

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

ITEM TWO – Schedule of Coverages and Covered Autos - Refer to Pages 2 and 3

**SCHEDULE**

The declarations are completed on the following pages and on the accompanying "Declarations Extension Schedule(s)".

Schedule Premium  
Endorsement Premium

Total Estimated Premium  
Other Charge(s)

Policywriting Minimum Premium \$500  
Premium will be billed  
Forms Applicable: See Attached Inventory

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

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

**NAMED INSURED ENDORSEMENT**

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.

1. The term Named Insured includes, in addition to the person or organization named in Item 1 of the declarations (hereafter First Named Insured), any person or organization listed in the schedule of this endorsement, but only while the First Named Insured owns an interest therein of more than 50% (fifty percent). No person or organization is a Named Insured with respect to "loss" that occurred prior to the First Named Insured's ownership interest of more than 50% (fifty percent).
2. No person or organization which becomes a Named Insured by virtue of this endorsement is an insured with respect to any partnership, joint venture or limited liability company in which it has an interest, unless such partnership, joint venture or limited liability company is specifically named in the schedule.
3. The First Named Insured is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.

**Schedule**

Named Insureds:

Natives of Kodiak Inc  
EAFES, LLC  
EAS E&E JV, LLC  
EAS Stell JV, LLC  
Environmental Assessment Services, LLC dba EAS  
H&S Environmental, Inc  
H&S/Nobis Environmental JV, LLC  
H&S/Zapata JV, LLC  
KGS-Bay West 8a JV, LLC  
KGSNE JV, LLC  
KOMAN Construction, LLC  
KOMAN Diversitied Services, LLC  
KOMAN Engineers and Construction, LLC  
KOMAN Government Solutions  
KOMAN Holdings, LLC  
KOMAN Integrated Solutions, LLC  
KOMAN Tactical Innovations, LLC  
KOMAN Technical Services, LLC

RFQ2019-006C3

KOMAN, Inc  
KUPOL, LLC  
Maricopa Curb & Striping Dust Technologies  
Natives of Kodiak Shareholder Permanent Fund Trust  
Stormwater Plans, LLC  
SWP Contracting & Paving  
VXM, Inc  
KDJV, LLC

Policy No: AS7-Z91-464891-028  
Effective Date: 11/01/2018  
Expiration Date: 11/01/2019  
Sales Office: 069S

Issued By: Liberty Insurance Corp.

Policy Number AS7-Z91-464891-028  
Issued by Liberty Insurance Corp.

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

**AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. **Waiver of Subrogation**

**I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
  - 1. The 90th day after you acquire or form the organization; or
  - 2. The end of the policy period,whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

**XXII.LIMITED MEXICO COVERAGE**

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

**A. Coverage**

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

**B. Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

**C. Additional Exclusions**

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

**XXIII.WAIVER OF SUBROGATION**

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

**Schedule**

**Premium**

Liability INCL  
Physical Damage INCL  
Total Premium INCL

**XVII. Drive Other Car**  
**Name of Individual**  
N/A

**LIAB      MP      UM      UIM      COMP      COLL**

**XX. Notice of Cancellation or Nonrenewal**  
**Name and Address**

**Number of Days**  
30

RFQ2019-006C3

Endorsement number 1

for policy number AS7-Z91-464891-028

Named Insured Natives of Kodiak Inc

This endorsement is effective 11/01/2018 and will terminate with the policy. It is issued by the company designated in the Declaration. All other provisions of the policy remain unchanged.

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

**Change Endorsement**

**PREMIUM ADJUSTMENT**

The following form(s) and/or endorsement(s) are added with the effective date of 11/01/2018:

CA 20 48 10 13, **Designated Insured** For Covered Autos Liability Coverage

Policy Number **AS7-Z91-464891-028**

**FORMS INVENTORY**

COVERAGE FORMS PARTS AND ENDORSEMENTS FORMING A PART OF THIS POLICY AT INCEPTION:

**Listed below are possible coverage forms and the states in which they apply.**

**CA 00 01 03 10 VA**

**CA 00 01 10 13** AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, GU, HI, IA, ID, IL, IN, KS,  
KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM,  
NV, NY, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VI, VT, WA,  
WI, WV, WY

<b>Form Number</b>	<b>Form Description</b>	<b>Applicable to Coverage Form</b>
IC9999 10-11	Change Endorsement	
ACS 00 26 04 13	Forms Inventory	
CA 20 48 10 13	Designated Insured For Covered Autos Liability Coverage	

POLICY NUMBER: AS7-Z91-464891-028

COMMERCIAL AUTO  
CA 20 48 10 13

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
INSURANCE POLICY**

**INFORMATION PAGE**



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

Policy Number	WC2-Z91-464891-018	Issuing Office	Seattle, WA-Corporate
Renewal Of	WC2-Z91-464891-017	Issue Date	11/12/2018
Account Number	9-464891	Sub Account	0000
1. Insured and Mailing Address		FEIN	92-0047862
Natives of Kodiak Inc		Risk ID	913174844
2700 Gambell St Ste 401			
ANCHORAGE AK 99503			

Status Corporation

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

2. Policy Period: The policy period is from 11/01/2018 to 11/01/2019 12:01 A.M. standard time at the Insured's mailing address.
3. Coverage
  - A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: AK AZ AR CA CT DE ID IN LA MA MS MT NM NY NC OR PA TN TX UT VT WW
  - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:
 

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
  - C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All States except those listed in Item 3.A and the States of: ND OH WA WY
  - D. This policy includes these endorsements and schedules: See Item 3. Coverage D - Extension of Information Page
4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

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

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

Countersigned by Authorized Rep. (MS)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Not applicable in AK

Schedule

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

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

In the states of AZ, AR, DE, ID, IN, MS, MT, NM, NC, PA, VT and WV the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of LA, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.  
In the state of MA, the premium charge is 1% of the total manual premium.

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

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No. WC2-Z91-464891-018      Effective Date      Premium \$

Issued to Natives of Kodiak Inc

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250 per policy

<u>Person or Organization</u>	Any	<u>Job Description</u>
Where required by contract or written agreement prior to loss and allowed by law		

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No.WC2-Z91-464891-018      Effective Date      Premium \$

Issued to Natives of Kodiak Inc

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

- 1.  Specific Waiver  
Name of person or organization

- Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:  
All Texas operations

- 3. Premium:  
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium:

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No.WC2-Z91-464891-018      Effective Date      Premium \$

Issued to Natives of Kodiak Inc

## UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

### Schedule

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

In the state of UT the premium charge is 2% of the total manual premium subject to a minimum premium of \$100 per policy.

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-Z91-464891-018

**WC 43 03 05**

Page 1

Ed. 7/2000

**NAMED INSURED ENDORSEMENT**

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

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

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Stormwater Plans LLC

20-2882277

KDJV LLC

38-4052858

Environmental Assessment Services

20-2109052

KHJV LLC

83-0668017

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No.WC2-Z91-464891-018      Effective Date      Premium \$

Issued to Natives of Kodiak Inc