

**JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
RED HAWK SOLUTIONS, LLC**

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 Red Hawk Solutions, LLC, 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: Red Hawk Solutions, LLC
P.O. Box 87689
Phoenix, Arizona 85080
Attn: Michael Wendtland

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.

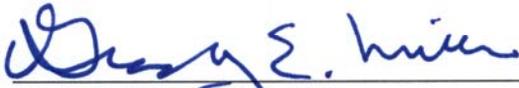
13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. 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.

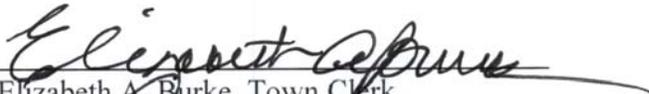
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



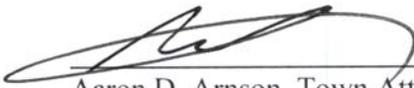
Grady E. Miller, Town Manager

ATTEST:



Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:



Aaron D. Arnson, Town Attorney

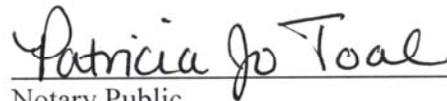
(ACKNOWLEDGMENT)

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]

"Contractor"

RED HAWK SOLUTIONS, LLC,
a(n) Arizona limited liability company

By: 

Name: MICHAEL WENDTLAND

Title: 2/28/2019 MANAGING MEMBER

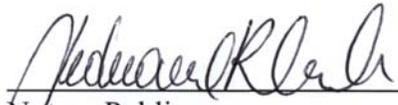
(ACKNOWLEDGMENT)

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On February 28th, 2019, before me personally appeared Michael Wendtland
the Managing Member of RED HAWK SOLUTIONS, LLC, a(n) Arizona limited liability
company, whose identity was proven to me on the basis of satisfactory evidence to be the person
who he/she claims to be, and acknowledged that he/she signed the above document on behalf of
the limited liability company.

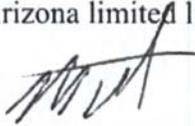


(Affix notary seal here)


Notary Public

"Contractor"

RED HAWK SOLUTIONS, LLC,
a(n) Arizona limited liability company

By: 

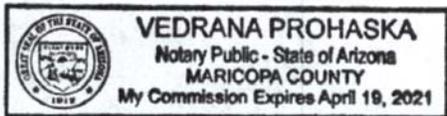
Name: MICHAEL WENDT

Title: 2/28/2019 MANAGING MEMBER

(ACKNOWLEDGMENT)

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On February 28th, 2019, before me personally appeared Michael Wendt
the Managing Member of RED HAWK SOLUTIONS, LLC, a(n) Arizona limited liability
company, whose identity was proven to me on the basis of satisfactory evidence to be the person
who he/she claims to be, and acknowledged that he/she signed the above document on behalf of
the limited liability company.



(Affix notary seal here)


Notary Public

EXHIBIT A
TO
JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
RED HAWK SOLUTIONS, LLC

[SOQ]

See following pages.



Town of Fountain Hills

**Job Order Contract for
General Construction
Services (CS2019-006)**

Due January 7, 2019 @10:00 AM

For More Information:

(602) 980-2992

michael@redhawksolutionsaz.com



REDHAWK
SOLUTIONS



REDHAWK
SOLUTIONS

January 6, 2019

Town Clerk
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

SUBJECT: Job Order Contract for General Construction Services (CS2019-006)

Dear Members of the Selection Panel,

Redhawk Solutions appreciates the opportunity to submit our qualifications to the Town of Fountain Hills for General Construction Services.

Our firm has worked hard to earn a reputation of providing top quality construction and professional services. Some highlights of our proposal include:

1. A 10 year history of performing safe, successful on-time JOC projects for the City of Peoria
2. More than 150 successfully completed job orders valued in excess of \$5 Million in the last 10 Years
3. Experience serving Fountain Hills, Peoria, El Mirage, Surprise, ADOT, Chandler, Maricopa County and other public agencies, as well as general contractors
4. Ability to perform Job Orders ranging from a few hundred dollars to more than one-million
5. In-house Professional Engineering services

Redhawk is licensed in Arizona to offer the following services:

Engineering Contractor Class A 295206	Commercial Contractor Class B 293109	Electrical Contractor Class CR11 297977	Plumbing Contractor Class K37 292140	Michael Wendtland, P.E. Civil Engineer 33806
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Mr. Michael Wendtland, P.E. will be Fountain Hills' main point of contact for this contract. Please contact Michael, at (480) 235-6800 if you have any questions regarding this proposal, or alternatively you can e-mail him at michael@redhawksolutionsaz.com or our call our office at (602) 980-2992.

Sincerely,

Redhawk Solutions LLC

Michael Wendtland, P.E.
Managing Member



"There Are No Problems - Only Solutions – Redhawk Solutions"

1. General Information (10 Points)

1.1 Vendor Identification

Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

Organization: Redhawk Solutions LLC
Mailing Address: PO Box 87689, Phoenix, AZ 85080
Yard Address: 22750 N 21st Ave, Phoenix, AZ 85027
Entity Type: Arizona Limited Liability Company
Managing Members: Donald Kiley, Jr., Michael Wendtland
Federal ID: 46-5403401

Contact Person: Michael Wendtland, P.E.
Office (602) 980-2992
Cell (480) 235-6800
Michael@redhawksolutionsaz.com

1.2 Description of the Vendor

Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

Redhawk Solutions is a multi-trade municipal, commercial and industrial contractor. Redhawk was established in 2014 through purchase of the operating assets of ITS Engineers and Constructors. Redhawk and its predecessor firm have been operating continuously for nineteen years, since 2000. Redhawk currently employs more than thirty individuals with annual sales just under five-million dollars. The firm places a strong emphasis on safety and customer satisfaction.

1.3 Service Areas

Redhawk's service areas include:

- Site Improvements
- Commercial & Industrial Tenant Improvements
- Outside Electrical
- Wet Utilities
- Parks & Recreation



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Site Improvements:

- Selective Demolition
- Debris Removal
- Concrete Saw Cutting/Core Drilling
- Utility Locating
- Vacuum Excavating
- Slab and Caisson Footings
- Waterlines, Sewer Lines, Firelines
- Site Lighting, Electrical Conduits, Communication Lines and Fiber Optics
- ADA Upgrades: Ramps/Walkways/Steps
- Fencing & Gates

Commercial & Industrial Tenant Improvements

- Buildings & Improvements
- Minor Repairs
- Drywall & Painting
- ADA Bathroom Upgrades
- Buildout Services and HIPPA Improvements for Medical, Dental and Pharmacy Facilities

Outside Electrical

- Traffic Signals
- LED Street Lighting Upgrades
- HAWKs and Pedestrian Safety Improvements
- Intelligent Transportation Systems and Fiber Optics
- 24/7 Traffic Signal & Street Light Outage Response

Wet Utilities

- Water Service Installation
- Sewer Taps
- Firelines
- Commercial and Industrial Plumbing

Parks & Recreation

- Spring Training Facility Improvements
- Park Restrooms
- Bus Stops
- Trailhead Improvements
- Installation of Manufactured Structures (e.g. Ramadas, Shade Structures, Play Structures)



1.4 Redhawk Advantages

The JOC Quality Advantage: JOC selection is qualifications based. We strive to learn what the City wants and execute accordingly. We develop in-house punch lists prior to City inspection. We have a strong incentive to provide a quality product and responsive service, or the City will choose a competing JOC contractor or different delivery method.

The Redhawk JOC Schedule Advantage: The JOC process allows schedules to be compressed by reducing the amount of time spent on developing detailed designs and pre-ordering long lead materials. The JOC process also provides the City flexibility to prioritize work based on current needs or to accommodate civic events such as Spring Training. Involving the JOC contractor in the design process allows early identification and ordering of critical parts. Establishing a JOC task order can often be completed in a month, while developing a plan set to be bid often takes six months or more. The JOC can also be useful for emergency work.

The Redhawk JOC Price Advantage: The JOC process eliminates the need to provide an unrealistically low price to get a job and then find reasons for changes to increase the price. With JOC pricing, realistic final pricing for the job is known at the outset rather than determined at the end after the last change order is processed in a low bid contract. The JOC process can incorporate contingencies to protect both the owner and the contractor in the event of unforeseen changes.

The Redhawk JOC Teamwork Advantage: Through collaboration the City can get the exact materials that it wants and virtually eliminate the potential for claims and contract disputes. For the contractor, the JOC is about the long term relationship and not success on a single project. Small jobs are not a problem. The Contractor gets to know City facilities like the fiber optic cable plant and preferences for details.

1.5 Equipment Fleet

Redhawk’s construction fleet includes nearly fifty pieces of well-maintained machinery.

Redhawk Solutions Equipment Schedule	
<p>Work Trucks</p> <ul style="list-style-type: none"> 2016 Ford 3/4 Ton 2016 Ford 1/2 Ton 2015 Ford ¾ Ton 2015 Chevy 1/2 Ton (2 Each) 2011 Chevy 3/4 Ton 2007 Ford F550 Bucket Truck 2006 Chevy One Ton (3 Each) 2006 Dodge Sprinter 2004 Ford F550 Bucket Truck 	<p>Excavating</p> <ul style="list-style-type: none"> 2018 Cat 416F Backhoe 2018 Cat E 305 Track Hoe 2008 Bobcat 331Mini Excavator 2004 Bobcat Skid Steer Loader 2018 Cat 416 F Backhoe 1993 Kubota Subcompact Excavator 1998Kubota B21 Tractor 1996 Case Skip Loader 1994 Case 3 Yard Loader
<p>Heavy Trucks</p> <ul style="list-style-type: none"> 2010 Ford F450 Dump Truck 2006 Ford LCV Welder/Mechanic Truck 1999 Freightliner FL70 Boom Truck 1996 Ford Digger Derick 1994 International Dump Truck 	<p>Vacuum Excavating/ Potholing</p> <ul style="list-style-type: none"> Ditch Witch FX 30 Vacuum Excavator Ditch Witch FX 60 Vacuum Excavator Arrow Board (2 Each) 90 CFM Air Compressor (2 Each)



Redhawk Solutions Equipment Schedule

Trailers

Equipment Transport (3 Each)
40' Cargo Container (5 Each)
Cable Reel Trailer (1 Each)
Pole Transport Trailer (1 Each)
Water Trailer (1 Each)
Dump Trailer (1 Each)
Light Plant (1 Each)
150 KW Cat Diesel 480Volt Generator (1 Each)

Specialized Equipment

Yale 6000 Lb. Fork Lift (1 Each)
Scissor Lift (3 Each)
Condux Fiber Optic Puller (1 Each)
AFL OTDR (2 Each)
Fiber Optic Fusion Splicer (2 Each)
Sewer Camera System (1 Each)
30" Concrete Saw (1 Diesel, 1 Electric)
Ditch Witch Trencher (1 Each)
2 Ton Asphalt Roller (1 Each)

1.6 Vendor Statements

Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

NONE

Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

Redhawk has not been involved in any litigation or arbitration involving a public agency. As a commercial contractor, Redhawk uses the civil justice system to enforce its rights under the Arizona's Mechanics Lien Laws and Prompt Payment Act.

Identify whether Vendor has been debarred by any federal, state or local government entity within the last five years, including the government entity, the circumstances of the debarment determination, whether the debarment is still in effect, and contact information for the debarring office and officer.

Redhawk Solutions has never been debarred by any federal, state or local government entity.



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2. Experience and Qualifications of the Vendor - 30 pts.

Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size and in a similar climate to the Town within the past five (5) years, specifically relating experience with respect to Services.

Outdoor Electrical

Peoria Phase IV Neighborhood LED Street Light Upgrades Peoria Traffic & Lighting JOC

Mr. Donnie Gauthier Public Works Supervisor Direct: (623) 773-7477 Donnie.gauthier@peoriaaz.gov	City of Peoria 8401 West Monroe Street, Peoria, Arizona, 85345	On-Going November 2018- June 2019	\$511,000
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- Redhawk is replacing 249 direct buried street light poles installed in the 1970s and early 1980s with new poles and energy efficient LED fixtures.
- The work includes installing a junction box to provide a demarcation between APS facilities and City Owned facilities.
- New photo electric controls and overcurrent protection are also installed.



Additional Street Lighting Experience

OWNER	PROJECT DESCRIPTION	VALUE
Peoria	Neighborhood Street Light Pole Replacements, LED Fixture Installation	\$1,441,593
		\$155,625
	Country Meadows	\$197,535
	Parkview West & Westfield Gardens	\$108,831
	Sun Town Estates	\$31,793
	Northern Avenue Solar Lighting	\$32,673
	Grand Avenue Vandal Repair	\$39,136
	111 th Avenue Quick Response Street Lighting	\$365,000
	Phase 2 and Phase 3 Neighborhood Lights Olive to Peoria Phase 4 Neighborhood Street Lights Peoria to Cactus	\$511,000
Peoria	Street Light Emergency Repair:	\$350,000
	Remove damaged street light poles and replace with new poles. Retrofit older street light installations with in-ground j-boxes. 97 Emergency Repair Tasks performed to Date	
Chandler	Streetscape Lighting:	\$1,275,381
	52 Decorative Roadway & Pedestrian Light 34 Tree Lights and 100 Holiday Light Outlets Two 42 circuit service pedestals.	



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City of El Mirage Traffic Signal Maintenance**El Mirage, Arizona**

Mr. Wayne Smith Operations Superintendent (623)876-4237 wsmith@elmirageaz.gov	City of El Mirage 10355 N 121st Ave, El Mirage, AZ 85335	On-Going July 2016 – July 2021	\$6,000/month
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- Provide monthly preventative maintenance for 19 traffic signals.
- Provide regular preventative maintenance for six school zone and fire station flashers.
- Provide 24/7 response to traffic signal emergencies.
- Repair damaged traffic signal equipment due to motor vehicle collisions.

**Gilbert Road & Powell Place Traffic Signal
Chandler, Arizona**

Hector Peralta Traffic Signals/Streetlight Supervisor Office: (480)782-3456 Cell: (602)639-1486 hector.peralta@chandleraz.gov	City of Chandler P.O. Box 4008 Chandler, AZ 85244-4008	September 2017 to January 2018	\$279,000
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- Redhawk installed a new traffic signal at this commercial shopping center driveway entry.
- The intersection included video detection emergency vehicle preempt and a battery backup system.
- Internally illuminated street name signs and ADA compliant pedestrian pushbuttons were provided.
- SRP conduits were extended to the intersection and a new metered service pedestal was installed.

*Powell Place @ Gilbert Road***“There Are No Problems - Only Solutions – Redhawk Solutions”**

**Peoria Happy Valley Road and Vistancia Blvd. Intersection Improvements
Peoria, Arizona**

Mr. Geoff Zinnecker, P.E. Civil Engineer (623) 773-7293 geoffrey.zinnecker@peoriaaz.gov	City of Peoria 8401 West Monroe Street, Peoria, Arizona, 85345	On-Going June 2018- February 2019	\$347,000
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- Remove 1300 LF Curb & Gutter
- Reconstruct Medians
- Construct ADA Ramps
- Curb & Gutter
- Install ¼ Mile APS Conduit
- Utility Potholing
- Directional Drilling
- Regrade drainage swale
- Signing & Striping
- Traffic Signal
- Fiber Optic Communications

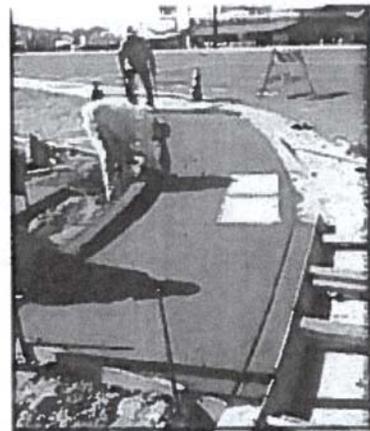


**Town of Quartzsite
HAWK Pedestrian Safety Beacons**

Ms. Mindy Hunt Finance Director (928) 927-4333 Ext. 303 mhunt@quartzsiteAZ.org	Town of Quartzsite 465 North Plymouth Avenue P.O. Box 2812 Quartzsite, Arizona 85346	February 2017 September 2017	\$99,000
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HAWK Pedestrian Safety Beacons

- Redhawk installed a two HAWK pedestrian safety beacons on Main Street in this Western Arizona Community.
- The project used Town Furnished Traffic Signal Poles and Control Cabinets to keep capital costs low.
- The work included construction of ADA Ramps.
- Coordination with APS and the Engineer was required to resolve an overhead utility conflict at one of the traffic signal pole locations.
- The work included striping and removal of conflicting roadway signage.



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Excavating & Site Utilities

Glenn Arbor Apartments Glendale, Arizona

.Mr. Ed Williams
CAVS Construction LLC
10117 SE Sunnyside Rd # F545
Clackamas, OR 97015-7708
Phone: (702) 234-9961
CAVSConstruction@gmail.com

Glen Arbor Apartments
2250 W. Glendale Avenue
Phoenix, AZ 85021

May 2018- November 2018

\$114,763

Addition of 16 units to Existing Apartment Complex

- Site Utilities
- Install 8" Fire line
- Install Fire Hydrant
- Install Sewer Tap
- Asphalt Repair
- Reconstruct Driveways for ADA Access
- Construct Curb, Gutter and Sidewalk
- Provide Traffic Control and Off-Duty Officers



Phoenix International (ISM) Raceway Avondale, Arizona

Mr. Tony Cecchin
Project Manager
Harris Mechanical LLC
2225 W Parkside Ln
Phoenix, AZ 85027-1243
Tcecchin@harriscompany.com
(480) 828-9652

Phoenix International
Raceway
7602 S Avondale Blvd.
Avondale, AZ 85323

April 2018 – December 2018

\$67,174



"There Are No Problems - Only Solutions - Redhawk Solutions"

**Phoenix International (ISM) Raceway
Avondale, Arizona**

Mr. Tony Cecchin
Project Manager
Harris Mechanical LLC
2225 W Parkside Ln
Phoenix, AZ 85027-1243
Tcecchin@harriscompany.com
(480) 828-9652

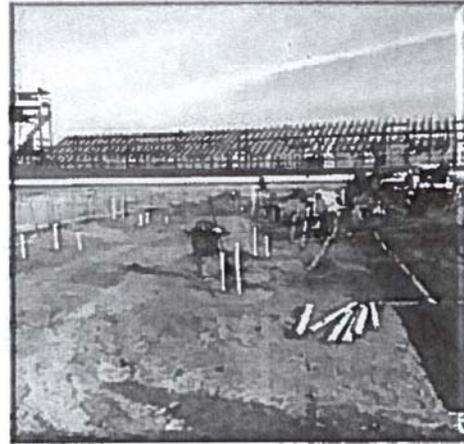
Phoenix International
Raceway
7602 S Avondale Blvd.
Avondale, AZ 85323

April 2018 – December 2018

\$67,174

**Grandstand and Midway Building F
Improvements**

- Core Drilling
- Saw Cutting
- Utility Trenching
- Plumbing Trenches
- Backfill
- Compaction Testing



Luke Air Force Base

Mr. David Williams
Project Manager
Harris Mechanical LLC
2225 W Parkside Ln
Phoenix, AZ 85027-1243
DSWilliams@harriscompany.com
(480) 250-8896

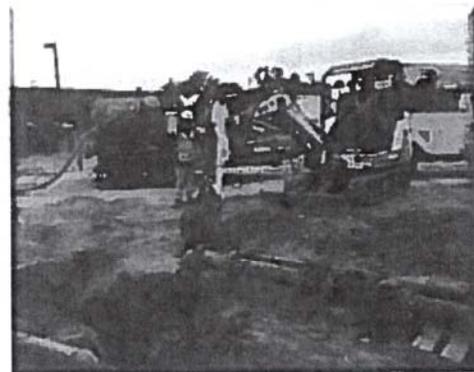
Luke Air Force Base
7071 N. 138th Avenue
Luke Air Force Base, AZ,
United States 85309

October 2018- November 2018

\$26,727

**Luke Air Force Building
AMU 5 Building**

- Concrete Saw Cutting
- Core Drilling
- Plumbing Trenching
- Backfill
- Compaction



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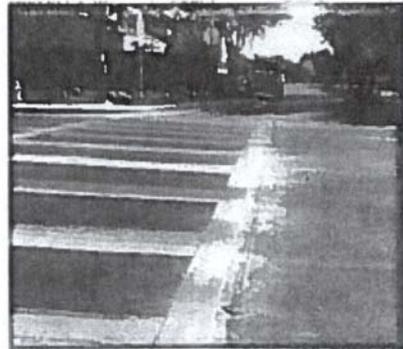
Safety & ADA Improvements

City of El Mirage HAWK Crosswalk In-Pavement LED Warning Lights

El Mirage, Arizona

Mr. Bryce Christo, P.E. Assistant City Engineer bchristo@elmirageaz.gov (623)876-2974	City of El Mirage 10000 N El Mirage Road El Mirage, AZ 85335	November 2018 to December 2018	\$38,000
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- Furnish & Install In-Pavement LED Pedestrian Warning Lights
- Improve School Crossing Safety
 - El Mirage Road. & Soledad Road
 - 127th Ave & Cactus Road
- Asphalt Saw Cutting
- Control Circuits



City of Surprise Fire Station # 301 Remodel

Jeff Martin Project Manager City of Surprise (623)222-6026 Jeffery.Martin@surpriseaz.gov	City of Surprise Public Works 16000 N. Civic Center Plaza Surprise, AZ 85374	May 2015 to June 2015	\$19,180
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- Remodel Men's and Women's Restrooms
- Provide ADA Accessible Shower Facilities
- Install Floor Drains
- Ceramic Tile Shower Surrounds
- Repaint Restroom Areas



Commercial & Industrial Plumbing

Canyon State Academy Queen Creek, Arizona

Mr. Brad Williams
Colarelli Construction Inc
111 S Tejon St Ste 112
Colorado Springs, CO 80903-2247
Phone: (719) 475-7997
Brad.williams@colarelliconstruction.com

Canyon State Academy
20061 E. Rittenhouse Road
Queen Creek, AZ 85142

March 2017 April
2018 \$379,299

- Ground Up School Facilities
- Site Utilities
 - Water/Sewer
 - Electric/Fiber Optic
- Commercial Plumbing
- Rough-In Plumbing
- Roof Drains
- Install Plumbing Fixtures, Urinal, Water Heater and lavatory sinks.



Pilot Truck Stops

Avondale, Arizona
Quartzsite, Arizona
Kingman, Arizona
Queen Creek, Arizona



Mr. John Sappington
AnCor Inc. Of New York (FN)
831 James St Fl 2
Syracuse, NY 13203-2512
Phone: (315) 233-1300
jsappington@ancorinc.com

Pilot Flying J Travel Centers
LLC
5508 Lomas Drive
Knoxville, Tennessee 37909

Quartzsite: 3/18 – 6/18
Avondale: 12/18 – 3/19
Kingman: 12/18 – 6/19

\$124,500
\$15,000
\$30,000

- Provide Site Utility and Commercial Plumbing Services at Multiple Truck Stop Locations in Arizona
- Install Septic Systems
- Install Grease Interceptors
- Construct Plumbing and Site Utility Improvements for Oil Change Facilities
- Remodel Restroom & Shower Rooms
- Install Compressed Air Lines for Tire Inflation



EOS Fitness

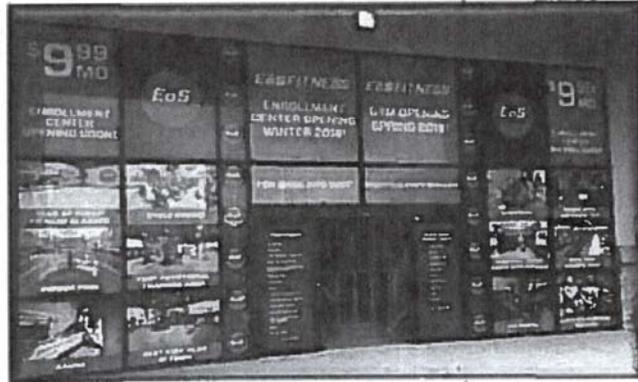


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Ms. Jennifer D'Alessio DC Building Group 101 E Warm Springs Rd Las Vegas, NV 89119 (702) 434-9991 JenniferD@BuildWithDCBG.com	EOS Fitness 1728 S. Greenfield Road Mesa, AZ 85206	October 2018 to March 2019	\$164,475
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Health Club Tenant Improvements

- Tenant Improvement Plumbing Services for a New Gym in Existing Commercial Spaces
- Concrete Cutting
- Plumbing Rough In
- Restrooms, Showers, Drinking Fountains
- HVAC Condensate Lines



Walmart

Mr. David Heinze Walkcon Inc. 6091 White Settlement Rd Weatherford, TX 76087-6837 Phone: (817) 560-6800 Cell (817) 905-2074 dheinze@walkcon.com	Glendale: Walmart #3465 Avondale: Walmart #2554 Chandler: Walmart #3360 Mesa: Walmart #2482 Chandler: Walmart #2671	May – November 2017 Sept. – October 2017 April – September 2018 May – December 2018 June – September 2018	\$72,236 \$53,123 \$105,726 \$88,823 \$99,726
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- Provide Commercial Tenant Improvement Services at Multiple Walmart Locations
- Pharmacy Remodels
- Restroom Remodels
- Concrete Cutting
- Drain, Waste Vent and Water Supply Rough in
- Condensate Lines for HVAC, Freezer Cases, and Walk-in Coolers



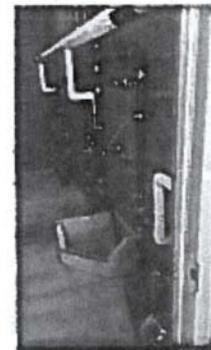
“There Are No Problems - Only Solutions – Redhawk Solutions”

Parks & Recreation

Pima Canyon Trailhead South Mountain Preserve Phoenix, AZ

Ms. Patrice Minetta Controller DNG Construction LLC 3933 E La Salle St Phoenix, AZ 85040-3943 Phone: (480) 361-9137 Dminetta@dngllc.com	Pima Canyon Trailhead 4500 E Pima Canyon Phoenix, AZ 85044	June 2017 to February 2018	\$39,803
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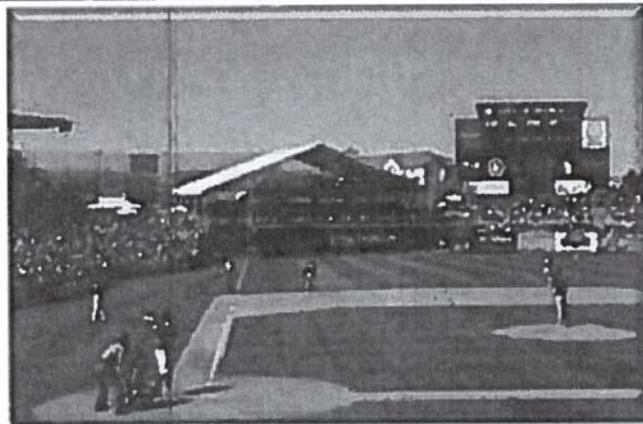
- Restroom Remodels
- Concrete Cutting
- Drain, Waste Vent and Water Supply Rough in
- Cast Iron Piping
- Copper Piping
- Stainless Steel Fixtures
- Restroom Fixtures & Plumbing Trim



Peoria Sports Complex Peoria, AZ

Mr. Jim Hartley Seattle Mariners (918) 244-8006 jhartley@mariners.com	Peoria Sports Complex 16101 N. 83rd Avenue Peoria, AZ 85382	December 2017	\$19,729
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- Install underground communications & electrical conduits and boxes
- Install video coaching system
- Install fiber optic cabling
- Install Ethernet backbone and Wifi routers
- Install CCTV Technology



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**Skyline Park
Buckeye, Arizona**

Mr. Kalin Adams Skanska U S A Civil West California District Inc. 1995 Agua Mansa Rd Riverside, CA 92509-2405 Phone: (951) 684-5360 kadams@skanska.com	Skyline Regional Park 2600 N. Watson Rd. Buckeye, AZ 85396	August 2015 – November 2015	\$75,950
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- Install Septic System
- Install Potable Water Storage Tank
- Install Pressure Tanks & Pumps
- Construct ADA Restroom Facilities
- Toilets, Urinals, Lavatory, Mop Sinks
- Solar Powered HVAC



3. Contractor License Information

Provide license number, classification, and issuance date all licenses issued by the Arizona Registrar of Contractors applicable to any of the Services for which the Vendor is submitting an SOQ. Inability of the Town to verify proper licensing may result in the SOQ being considered non-responsive.

Engineering Contractor Class A 295206 Issued 2014	Commercial Contractor Class B 293109 Issued 2014	Electrical Contractor Class CR11 297977 Issued 2015	Plumbing Contractor Class K37 292140 Issued 2014	Michael Wendtland, P.E. Civil Engineer 33806 Issued 1996
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4. Key Positions – 10 pts

(1) Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed Project Manager and Project Engineer.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.

Name	Years in Industry	Certifications	Experience
Senior Management			
<i>Michael Wendland, P.E</i> <i>Project Manager</i>	35	Professional Engineer Licensed Contractor IMSA Traffic Signals I & II IMSA Street Lighting I & II	<ul style="list-style-type: none"> • Peoria JOC Traffic Signals • LED Street Lighting • Fiber Optics • Ground Up Residential Development
<i>Don Kiley,</i> <i>General Superintendent</i>	32	Licensed Contractor IMSA Traffic Signals I & II	<ul style="list-style-type: none"> • Peoria JOC • Arizona Avenue Streetscape Lighting
<i>Darin Doty,</i> <i>Safety Program Manager</i> <i>Wet Utility & Plumbing</i> <i>Superintendent</i>	28	28 Years in Plumbing and Wet Utilities	<ul style="list-style-type: none"> • Commercial Plumbing • Walmart Remodels • EOS Fitness • Pilot Truck Stops
<i>Bob Baker,</i> <i>JOC Coordinator</i> <i>Purchasing</i>	31	AZ Blue Stake E-Stake OSHA 10 Hour	<ul style="list-style-type: none"> • Peoria JOC • Utility Coordination • Gilbert & Powell Traffic Signal
<i>Andrea Bella,</i> <i>Accounting Manager</i>	18	18 years of Accounting and Financial Management Experience for Mechanical, HVAC and Electrical Contractors	<ul style="list-style-type: none"> • General Ledger Accounting • Payroll • Accounts Receivable • Accounts Payable
<i>Charles Brodie,</i> <i>Fleet Maintenance</i> <i>Manager</i>	42	Hands-on Welding and Mechanical Experience	<ul style="list-style-type: none"> • Metal Fabrication • Diesel Mechanic • Small Equipment Mechanic
<i>Ruth Morris,</i> <i>Marketing Coordinator</i>	26	Bachelor of Arts, University of Wisconsin	<ul style="list-style-type: none"> • Web Design • Search Engine Optimization • Social Media

Dry Utility/Electrical Team			
<i>Cliff Buckels,</i> <i>Electrical Foreman</i>	35	IMSA Traffic Signals I & II OSHA 10 Hour	<ul style="list-style-type: none"> • Peoria JOC • El Mirage Traffic Signal Maintenance
<i>Curt Schuetter,</i> <i>Electrician</i>	16	Sixteen years of experience in the commercial electrical trade	<ul style="list-style-type: none"> • Arizona Avenue Traffic Signals • LED lighting upgrades • Chipotle Restaurant Tenant Improvements
<i>Rick Parker,</i> <i>Fiber Optic Foreman</i>	15	IMSA Traffic Signals I & II ETI Fiber Certification	<ul style="list-style-type: none"> • Peoria JOC <ul style="list-style-type: none"> ○ Fiber Inventory ○ Fire Station #193 Fiber ○ Ventana Well Fiber ○ 89/Union Hills Fiber
<i>Talisha Tom,</i> <i>Fiber Optic Technician</i>	8	FNT Fiber Optic Training OSHA 10 Hour	<ul style="list-style-type: none"> • Submittal, As-Built & Project Closeout Support • Intel, Chandler Arizona • Utility Installation
<i>Xavier Pezzutto,</i> <i>Lead Lighting Installer</i> <i>"1,000+ Poles Installed"</i>	41	CDL OSHA 10 Hour	<ul style="list-style-type: none"> • Peoria JOC Street Lighting • Glendale 51" Avenue Lighting • Rusty Pole Replacement



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Excavating Team

Roger Navarro, <i>Excavating Foreman</i>	21	CDL OSHA 10 Hour	<ul style="list-style-type: none"> • Peoria JOC – Neighborhood Street Lighting • Curb, Gutter, Sidewalk • Site Prep
Mike Hackett, <i>Utility Foreman</i>	4	CDL Driver Equipment Operator Vacuum Excavating	<ul style="list-style-type: none"> • Quartzite Main Street, HAWKs • Luke Air Force Base • SRP Tempe Wet Utilities
Lucas Allee, <i>Saw-Cutting Foreman</i>	14	Flat Sawing Core Drilling Wall Sawing	<ul style="list-style-type: none"> • EOS Fitness Utility Trenches • Luke Airforce Base • Phoenix International Raceway
Christian Martinez <i>Equipment Operator</i>	19	Backhoe Track Hoe Skip Loader	<ul style="list-style-type: none"> • Marriott Desert Ridge • EOS Fitness Mesa • Harris Mechanical Marana Medical Center
Jamie Whedbee, <i>Equipment Operator</i> CDL Driver	18	Dump Truck Backhoe Track Hoe	<ul style="list-style-type: none"> • Arizona Avenue Electrical Trenching • Intersection Improvements: Happy Valley & Vistancia
Jacob Rael, CDL Driver <i>Equipment Operator</i>	14	CDL Driver Vacuum Excavating Utility Locating	<ul style="list-style-type: none"> • Materials Transport • Equipment Transport
Armando Gonzales, <i>Vacuum Excavator</i>	9	Vacuum Excavator Potholing	<ul style="list-style-type: none"> • Utility Locating • LED Street Light Pole Replacements

Wet Utility & Plumbing Team

William Pena <i>Foreman</i>	30	Commercial Plumbing Wet Utilities	<ul style="list-style-type: none"> • Pilot Truck Stop Kingman • EOS Fitness
Juan Isqueda <i>Journeyman</i>	28	Gas Lines Drain, Waste Vent Systems Water Supply	<ul style="list-style-type: none"> • Hilton Pointe Tapatio Cliffs • World of Life Church
Ricardo Ramirez, <i>Journeyman</i>	25	Commercial Restrooms ADA Improvements Roof Drains Site Utilities	<ul style="list-style-type: none"> • Deer Valley Airport Hanger #8 • Carrington College • Chapman Chevrolet Site Utility
James Reddacks, <i>Journeyman</i>	23	Commercial Tenant Improvement Plumbing Commercial Ground Up Plumbing	<ul style="list-style-type: none"> • Luke Air Force Base • North Valley Dermatology • Phoenician Hotel Commercial Kitchen
Victor Hernandez, <i>Plumber</i>	14	Drain, Waste Vent Systems Water Supply Fire Supply Lines	<ul style="list-style-type: none"> • Glenn Arbor Apartments Fire Line • APS Casa Grande Service Center • Phoenix International Raceway

General Construction Team

Duane Humphries	30	30 Years of Masonry and Construction Experience	<ul style="list-style-type: none"> • Block Walls • Concrete Foundations
Kwasi Poku	12	Twelve Years of General Construction Experience Assembly	<ul style="list-style-type: none"> • Demolition • Drywall • Painting
Anthony Martinez, <i>Laborer</i>	3	Clean-Up, Demolition and Detailing Experience	<ul style="list-style-type: none"> • Selective Demolition • Clean-Up
Anthony Hoff, <i>Laborer</i>	2	Selective Demolition Materials Handling	<ul style="list-style-type: none"> • Materials Handling • Assembly



Sub-Contractor Selection Criteria

5. Safety Record	<ul style="list-style-type: none"> • The firm has a written safety program. • The firm provides adequate personal protective equipment. • The firm's NCCI workers compensation experience modification factor meets our risk manager's safety requirements.
6. Insurance	<ul style="list-style-type: none"> • The firm maintains insurance with limits that meet or exceed the City's requirements. • The firm is willing and able to name Redhawk and the City as additional named insured. • The firm is willing to provide a waiver of subrogation. • The firm provides adequate personal protective equipment.
7. Financial Strength & Bondability	<ul style="list-style-type: none"> • The firm has financial statements that have been compiled, reviewed or audited by a CPA. • The firm has been in business for two or more years. • The firm's shareholder equity is positive. • The firm's quick ratio exceeds unity. • The firm can provide performance and payment bonds for larger projects. • The firm is not subject to bankruptcy proceedings.
8. SBE/DBE Certification	<ul style="list-style-type: none"> • The firm maintains the appropriate certification status in the AZUTRACS system when a funding source that requires a SBE/DBE set aside goal is utilized.



A broad range of in-house capabilities reduces the need for sub-contracted services.



"There Are No Problems - Only Solutions - Redhawk Solutions"

5. Subcontractor Selection

If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for selecting subcontractors and providing supervision must be included.

5.1 Sub-Contracted Services

During the last calendar year, Redhawk self-performed 93% of all project work in-house using the company's full time staff. Redhawk selects sub-contractors based on job order specific needs. Work that is commonly sub-contracted would include:

Sub-Contracted Trades: General Engineering

- Traffic Control, Barricades, & Off-Duty Law Enforcement Services
- Directional Drilling
- Pavement Marking
- Milling & Large Scale Paving/Surfacing

Sub-Contracted Trades: Commercial Construction

- HVAC
- Fire Sprinklers
- Major Drywall
- Flooring
- Doors/Windows/Glazing
- Roofing
- Cabinets/Millwork/Countertops

5.2 Sub-Contractor Selection Plan

Redhawk understands the value of partnering with sub-contractors to deliver a complete project. Once a scope of work is identified, tasks that are to be sub-contracted are listed and outreach to potential sub-contractors begins. We use a prequalification system that is fully compliant with Arizona Title 34-603.

Sub-Contractor Selection Criteria	
1. Quality of Work	<ul style="list-style-type: none"> • Firm must possess proper license for the work being performed. • Firm must provide favorable references. • History of claim and litigation free performance.
2. Ability to Meet Schedule	<ul style="list-style-type: none"> • Firm has history of on-time project completion • Firm has sufficient staff to complete the task • Firm has the right equipment available to complete the task.
3. Past Performance (Redhawk & Peoria)	<ul style="list-style-type: none"> • Redhawk has had favorable experience with the firm in the past. • Our client has had a favorable experience with the firm in the past. • Other clients with similar project needs have had favorable experiences with the firm.
4. Value	<ul style="list-style-type: none"> • Pricing is consistent with budgetary expectations. • Pricing is reasonable and fair.



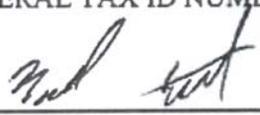
Appendix A:

Vendor Information Form



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.

<u>Redhawk Solutions LLC</u>	<u>46-5403401</u>
<u>VENDOR SUBMITTING SOQ</u>	<u>FEDERAL TAX ID NUMBER</u>
<u>Michael Wendtland, Managing Member</u>	
<u>PRINTED NAME AND TITLE</u>	<u>AUTHORIZED SIGNATURE</u>
<u>PO Box 87689</u>	<u>(602) 980-2992</u>
<u>ADDRESS</u>	<u>TELEPHONE FAX #</u>
<u>Phoenix, AZ 85080</u>	<u>January 7, 2019</u>
<u>CITY STATE ZIP</u>	<u>DATE</u>
<u>WEB SITE: Redhawksolutionsaz.com</u>	<u>accounting@redhawksolutionsaz.com</u>
	<u>E-MAIL ADDRESS:</u>
<u>ROC License Numbers and Classifications: Class A: 295206: Class B2: 293109</u>	
<u>Electrical Class CR11: 297977, Plumbing Class K37:292140</u>	

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.

No

EXHIBIT B
TO
JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
RED HAWK SOLUTIONS, LLC

[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
RED HAWK SOLUTIONS, LLC

[Sample Job Order]



TOWN OF FOUNTAIN HILLS, ARIZONA
Community Services Department

JOB ORDER

Job Order No. _____
Contract No. _____
Project No. _____

THIS JOB ORDER is made and entered into on the ____ day of _____, 20__, by and between Town of Fountain Hills, an Arizona municipal corporation ("Town") and the "Contractor" designated below. This Job Order is entered in to pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract No. _____, dated _____, 20__, between Town and Contractor ("Master Contract"). Upon full execution of this Job Order, the Job Order, together with the Master Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the construction work specified herein ("Work").

Town and Contractor agree as follows:

TOWN:

Town
Project Manager:
Telephone:
Fax:
E-mail:

CONTRACTOR:

{Name}
{Address}
Arizona ROC No.:
Federal Tax ID No.:
Contractor Representative:
Telephone:
Fax:
E-mail:

DESIGN PROFESSIONAL:

{Name}
{Address}
Design Professional Representative:
Telephone:
Fax:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK AND PROJECT SCHEDULE/ DURATION:
(Including any Preconstruction and/or Design Services under Article 17)

Attached Exhibit A

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 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	
	Sub Total-GENERAL CONDITIONS		\$0.00	
	SUB CONTRACTOR COSTS			
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	
	Sub Total-SUB CONTRACTOR COSTS		\$0.00	
	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	
	Sub Total-SELF-PERFORMED WORK AND OTHER MISC COSTS		\$0.00	
	ALLOWANCES OR CONTINGENCY AMOUNTS (PROVIDE LIST)		\$0.00	
	GRAND TOTAL		\$0.00	

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}

ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 16

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-8) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 7
Blanket Additional Insureds - As Required By Contract	Page 6
Broad Form Vendors Coverage	Page 6
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 8
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 7
Mental Anguish Amendment (Not applicable to New York)	Page 8
Newly Formed or Acquired Organizations	Page 5
Non-Accumulation Of Limits (Not applicable in New York or Wisconsin)	Page 7
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 7
Waiver of Transfer of Rights of Recovery (subrogation)	Page 7
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

Blanket Additional Insureds - As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, however the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- (3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Non-Accumulation Of Limits

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you have other insurance provided by us or one of our affiliates that will respond to a claim or "suit" also covered under this coverage, the maximum limit of insurance under all collectible insurance shall not exceed the highest applicable limit under any one of the other coverage part(s), form(s) or policy(ies).

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. BLANKET ADDITIONAL INSUREDS

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person or organization you have agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy, but only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations. If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization you have agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person or organization you have agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy, but only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed

operations hazard". If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization you have agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

- c. The coverages provided in Paragraphs a. and b. do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. Exclusions

- (1) With respect to the insurance afforded to additional insureds under a. **Ongoing Operations** the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance**, **a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

(1) The additional insured is a Named Insured under such other insurance.

(2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

The following is added to **Exclusion j.** under **SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

(1) Personal property in the care, custody or control of the insured; and

(2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under (1) and (2) above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under (1) and (2) above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM OR SIMILAR PROJECT

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance b. Excess Insurance (1)(a)**:

(v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion (**SECTION I — COVERAGES; COVERAGE A, exclusion e.**) does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

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

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph **c.** is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph **f.(1)** is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee Exclusion, SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing Is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable In New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable In New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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.

Schedule

State	Blanket/Schedule/State
AZ	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

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

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

Endorsement Effective 02/20/2019
Insured Redhawk Solutions LLC

Policy No. 1020391

Endorsement No. 3
Premium \$ 626

Insurance Company CopperPoint National Insurance Company

Countersigned by 